



Amendment No. 11
to
Contract No. NA090000045
for
Neutral Hosted Distributed Antenna System (DAS)
between
Concourse Communications Group, LLC
and the
City of Austin

- 1.0 The parties hereby agree to extend the above-referenced contract for the period of five additional years per attached Exhibit A. Effective January 1, 2019.
- 2.0 The City hereby exercises an administrative increase to the above-referenced contract in the amount of \$60,000.00 effective January 1, 2019.
- 3.0 The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 12/3/08 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work	No Additional Funding Required	\$417,015.00
Amendment No. 2: Additional Work	\$10,621.00	\$427,636.00
Amendment No. 3: Additional Work	\$151,991.05	\$579,627.05
Amendment No. 4: Additional Work	\$3,585.26	\$583,212.31
Amendment No. 5: Additional Work	\$46,645.01	\$629,857.32
Amendment No. 6: Additional Work	No Additional Funding Required	\$629,857.32
Amendment No. 7: Mutual Agreement to extend for the period of 12/03/13 – 12/02/18	No Additional Funding Required	\$629,857.32
Amendment No. 8: Administrative Increase	\$29,831.93	\$659,689.25
Amendment No. 9: Additional Work Date Modification from the contract execution date to the system acceptance	No Additional Funding Required	\$659,689.25

date. Start date from 12/03/08 to 12/03/10 End date from 12/2/18 to 12/03/20		
Amendment No. 10: Additional Work and Administrative Increase	\$58,837.00	\$718,526.25
Amendment No. 11: Administrative increase \$60,000 Mutual Agreement to extend for a period of five years 12/03/20 – 12/02/25	\$60,000.00 ^④	\$778,526.25 ^④

4.0 All other terms and conditions remain the same.


By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Concourse Communications Group, LLC

City of Austin

Peter Hovenier
Printed Name:
Authorized Representative


Signature:
12/26/18
Date:


Sai Purcell
Printed Name:
City of Austin

Signature:
1/7/2019
Date:



EXHIBIT A

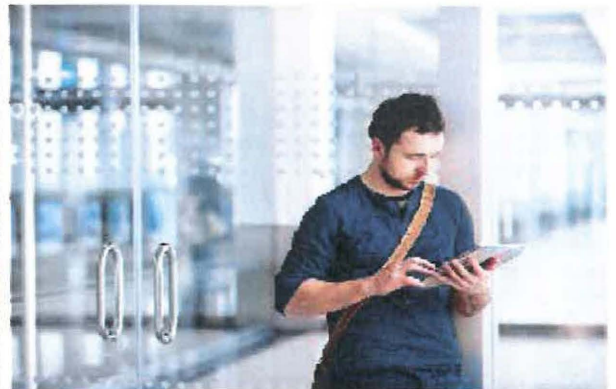
December 3, 2018

Austin–Bergstrom International Airport

DAS Contract Amendment

Proposal for a DAS contract amendment and expansion of neutral host DAS network to the new East Terminal.

AUSTIN, TX




boingo



COVER LETTER

December 03, 2018

Ms. Diana Heath
IT Project Manager, City of Austin
diana.heath@austintexas.gov
(512) 530-6341

Re: **DAS Contract Amendment and Expansion of Neutral Host DAS Network to the East Terminal at Austin–Bergstrom International Airport**

Dear Ms. Heath,

Boingo Wireless, Inc. along with its subsidiary companies ("Boingo"), is pleased to submit this contract amendment proposal to the City of Austin ("City") to extend the Boingo Distributed Antenna System ("DAS") contract term and expand DAS coverage to the new East Terminal at Austin–Bergstrom International Airport ("AUS").

The Boingo team has a deep understanding of the wireless user experience because we are on the front lines every day, delivering world-class connectivity to more than a billion people at venues around the globe. We connect globe-trotting travelers at airports, our fighting forces at military bases, sports fans at stadiums, music fans at arenas, and millions of Boingo customers at hotspots around the world. We are the largest provider of indoor DAS and Wi-Fi in the United States with wireless services at more airports than anyone else. Quite simply, the consumer experience is at the heart of everything we do.

Boingo is uniquely qualified to work with AUS on this project given our longstanding wireless partnership with the City and AUS. We are well-versed in the intricacies of the Airport and can provide you with a single-point-of-contact throughout the terminal expansion and the lifetime of the contract.

We appreciate the opportunity to continue working with AUS to provide a seamless cellular experience for you and your wireless users. We are available for any questions you may have and look forward to our continued partnership.

Kind regards,

Jessica Harris

Jessica Harris
Director, Account Management
Boingo Wireless
915-401-9015 | jharris@boingo.com



CONTRACT AMENDMENT OVERVIEW

PARTNERSHIP OVERVIEW

Boingo and AUS have been partners since 2008. Since then, technology has drastically changed the way people live their lives and travel through airports. Mobile data growth has skyrocketed – AT&T alone has seen a 250,000% increase in traffic across its network increase since 2007¹. As the technology landscape has shifted, Boingo is proud to have worked with AUS to change with the times and bring on a robust cellular and Wi-Fi network with all four carriers live on the network. From previous terminal expansions to large-scale infrastructure projects, AUS has stayed at the forefront of technology and has remained a relevant hub for its tech-savvy travelers.

The mobile data explosion is far from over – Cisco predicts that mobile data traffic will increase by 7x by 2021². Boingo believes we are the best partner to help AUS and the City navigate this for the future of the airport.

EAST TERMINAL EXPANSION

Boingo is aware that plans are currently underway for the new East Terminal. Given that we already have a neutral host system in place with all four carriers live on the network, and we have a strong working relationship with AUS and the City, Boingo believes we are the best partner to provide DAS for the terminal expansion project. However, our DAS contract expires with the City in 2020. Typical DAS contracts are 10 years in length, giving the neutral host provider the ability to recuperate costs and provide revenue share back to the City. Because of this, Boingo is seeking an amendment to our current contract to ensure AUS has consistent DAS coverage through all of the expanded areas with no unnecessary lag time.

CONTRACT AMENDMENT

The Contract Amendment includes the following:

- Expansion of the DAS network into the new East Terminal. Boingo will commence work on this after obtaining confirmed participation from the carriers.
- Five-year contract term extension to ensure maximum carrier participation and revenue generation opportunities for the City.
- Carrier offload throughout the remaining term to ensure the Airport generates the maximum amount of revenue from your Wi-Fi network from Tier 1 carriers and provides the best user experience for passengers and staff alike

Boingo has worked in a similar capacity with other airports to accommodate timeline challenges, and believes this is the best solution for AUS and the City. The benefits include:

- Consistent DAS coverage through all expanded areas

¹ RCR Wireless, "AT&T: LTE-A and 5G work needed to fight 250,000% surge in mobile data traffic" Jan. 4, 2017

² Cisco, "Cisco Visual Networking Index: Global Mobile Data Traffic Forecast Update, 2016–2021 White Paper," Feb. 7, 2017



- Unified network across the airport
- No unnecessary lag time or drop in cellular coverage to accommodate new technology provider contracting, permitting, construction, installation, testing, and ongoing operations
- **The full support of Boingo's account management, project management, carrier relationships, operations and support teams**

BOINGO OVERVIEW^[LC1]

Boingo is the largest provider of indoor DAS and Wi-Fi in the United States with wireless services at more airports than anyone else. We will continue to put this experience to work for AUS and the City to ensure a world class wireless experience at the Airport.

Highlights below:

- More airport DAS & Wi-Fi networks than anyone in the U.S.
- Over 15 years of experience with premier venue partners **including San Francisco's new Salesforce Transit Center, JFK and LaGuardia Airports, the World Trade Center transit hub, U.S. military bases around the globe, Soldier Field, and Philips Arena**
- Unique monetization suite across both DAS and Wi-Fi including DAS carrier fees, carrier Wi-Fi offload, tenant services, retail, advertising, and other roaming services
- Proven carrier success with all four Tier 1 carriers live at AUS
- The only neutral-host provider with Wi-Fi offload agreements in place with three of the four major carriers
- Neutral host and technology-agnostic, meaning we provide the best solution for you
- **Boingo's CTO is actively involved in setting next-gen policies and developing technology that help define the future of wireless connectivity**

The Boingo team remains committed to providing an exceptional wireless experience at AUS. We look forward to working with the City on this next iteration of our partnership.



CONTRACT AMENDMENT

Please see the following pages for the contract amendment.



December 03, 2018

Diana Heath, *PMP*
IT Project Manager
Austin-Bergstrom International Airport
City of Austin, Department of Aviation
Diana.heath@austintexas.gov

Dear Ms. Heath:

Please indicate your selection and sign in the space provided below to acknowledge your agreement to the terms set forth in the Term Sheet as the basis on which we will prepare an agreement.

Regards,

BOINGO WIRELESS, INC.

By: _____

Option:

Name:

Title:



Amendment No. 10
to
Contract No. NA090000045
for
Neutral Hosted Distributed Antenna System (DAS)
between
Concourse Communications Group, LLC
and the
City of Austin

- 1.0 The City hereby exercises an administrative increase to the above-referenced contract in the amount of \$58,837.00 to support additional work as described in attached Exhibit A.
- 2.0 The City hereby modify the Contract start date from the contract execution date to the system acceptance date. This modification will modify the contract expiration date from 12/02/2018 to 05/31/2020.
- 3.0 The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 12/3/058 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work	No Additional Funding Required	\$417,015.00
Amendment No. 2: Additional Work	\$10,621.00	\$427,636.00
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Amendment No. 5: Additional Work	\$46,645.01	\$629,857.32
Amendment No. 6: Additional Work	No Additional Funding Required	\$629,857.32
Amendment No. 7: Mutual Agreement to extend for the period of 12/03/13 – 12/02/18	No Additional Funding Required	\$629,857.32
Amendment No. 8: Administrative Increase	\$29,831.93	\$659,689.25
Amendment No. 9: Additional Work Date Modification	No Additional Funding Required	\$659,689.25

Amendment No. 10: Additional Work and Administrative Increase	\$58,837.00	\$718,526.25
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4.0 All other terms and conditions remain the same.


By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:


Concourse Communications Group, LLC

City of Austin

Peter Hovenier
Printed Name:
Authorized Representative


Signature:
10/12/18
Date:

Gai Purcell
Printed Name:
City of Austin


Signature:
10/17/18
Date:



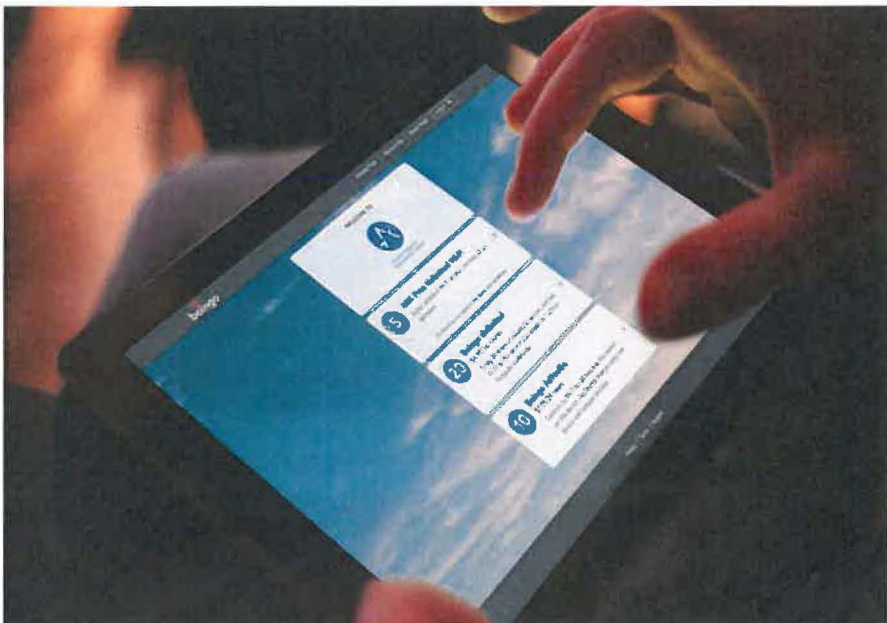
AUGUST 2018

Austin–Bergstrom International Airport

Wi-Fi Expansion

Proposal for the expansion of Boingo Wi-Fi network and related services to the new East Terminal.

AUSTIN, TX



OVERVIEW

This document provides the basis of a scope of work proposal to furnish Wi-Fi service to the new East Terminal Building location of Austin Bergstrom International Airport. The coverage area will extend throughout the public spaces of the ten-gate terminal, including 3rd level interstitial walkways, main concourse/gate lobby level, and baggage claim. Should this proposal be accepted, it is anticipated that the project will be completed on December 20, 2018.

SYSTEM DESIGN & SCOPE OF WORK

Wi-Fi design coverage for new terminal includes public spaces, including 3rd level interstitial walkways, main concourse/gate lobby level, and baggage claim.

Boingo's Scope of Work:

- Interconnect all EDGE switches on ABIA-owned fiber with connections back to existing Boingo head end
- Program, test, integrate, and certify the expanded network coverage
- Internal Engineering and Certification and Turn-up of APs will be completed by Concourse Communications

Hardware Requirements:

- Thirty-seven (37) 3802 APs installed by ABIA
- Five (5) additional EDGE switches in ABIA TR's

Hardware Bill of Materials:

WAP - Cisco Aironet 3802I CAP w/CleanAir Controller-Based Wireless Access Point, A802.11ac, Wave 2 (Integrated Antenna)	AIR-AP3802I-B-K9	37
LC to LC Duplex Patch Cable, Multimode 62.5,1 Meter	PC-KK6D30V01M	12
Oberon Cantilevered Mount	1006-CCOAP3800	14
Oberon 2800 series drop ceiling recess trim kit	1040-CCOAP3800	18
SW ONLY SMARTNET (SNTC-NO RMA Cisco Catalyst 3650 24 Port PoE 4x1G (36 months)	CON-SW-WSC365SL	5
Cisco 1000BASE-LX/LH SFP Transceiver Module, MMF/SMF, 1310nm	GLC-LH-SMD	12
Cisco 8540 Controller- 1 AP Adder License cost of \$37.20 per AP for up to 4,000 APs hardware and licensing	LIC-CT8540-1A	30
Cisco 640W AC Config 2 Power Supply Spare	PWR-C2-640WAC	4
Cisco Catalyst 3650 24 Port PoE 4x1G Uplink LAN	WS-C3650-24PS-L	4

Installation Requirements:

- Installation work shall adhere to all appropriate Airport and City Building codes.
- No new conduit will be required.
- ABIA will install WAPs, cabling, cabinets.
- ABIA's existing cable trays and pathways, IDF's and racks, and ABIA's provided fiber back to the MDF
- No new electrical will be required.

Proposed Project Schedule:

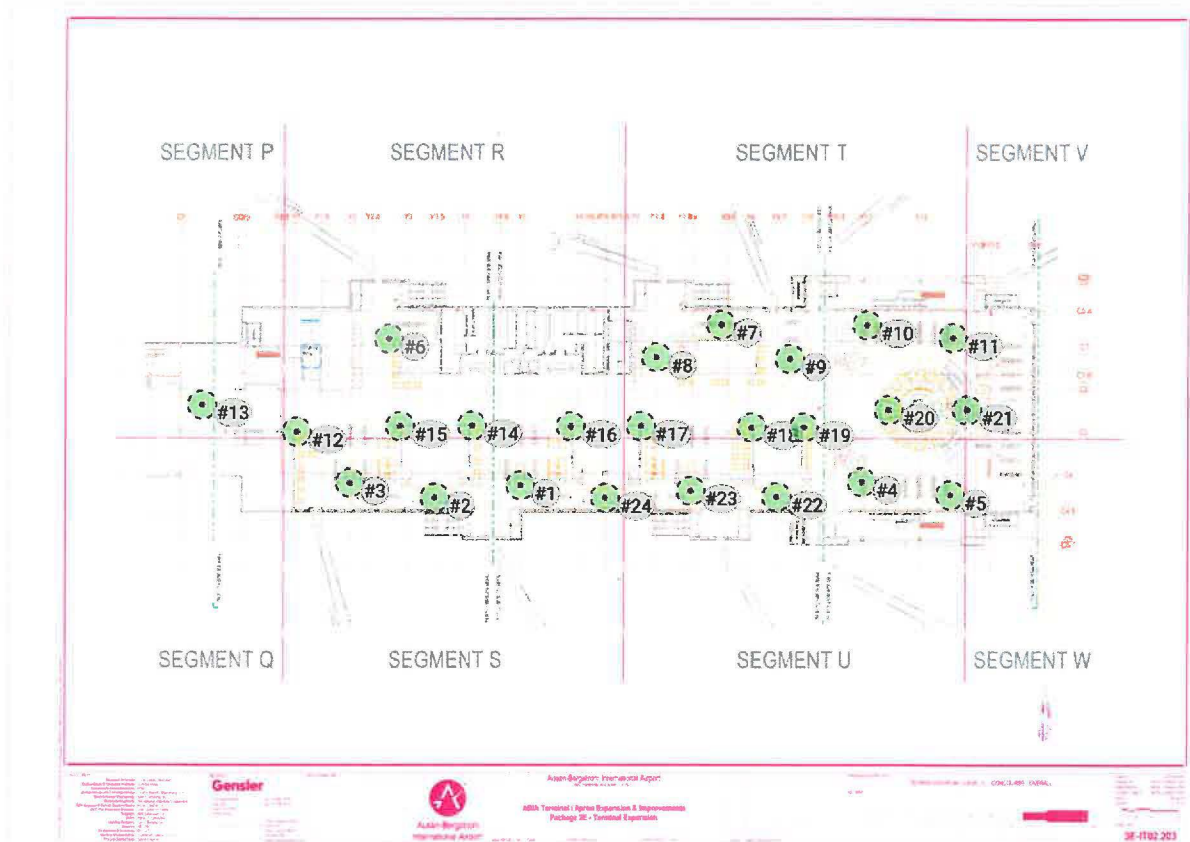
10/10 ABIA Approval & PO Issuance
10/30 Inventory transferred to ABIA/HP
11/30 Complete Connectivity/Configuration and turnup of APs
12/15 Complete QA and NETCERT
2/1 Closeout and Deliver Heat Maps/Asbuilts per contract

USER EXPERIENCE

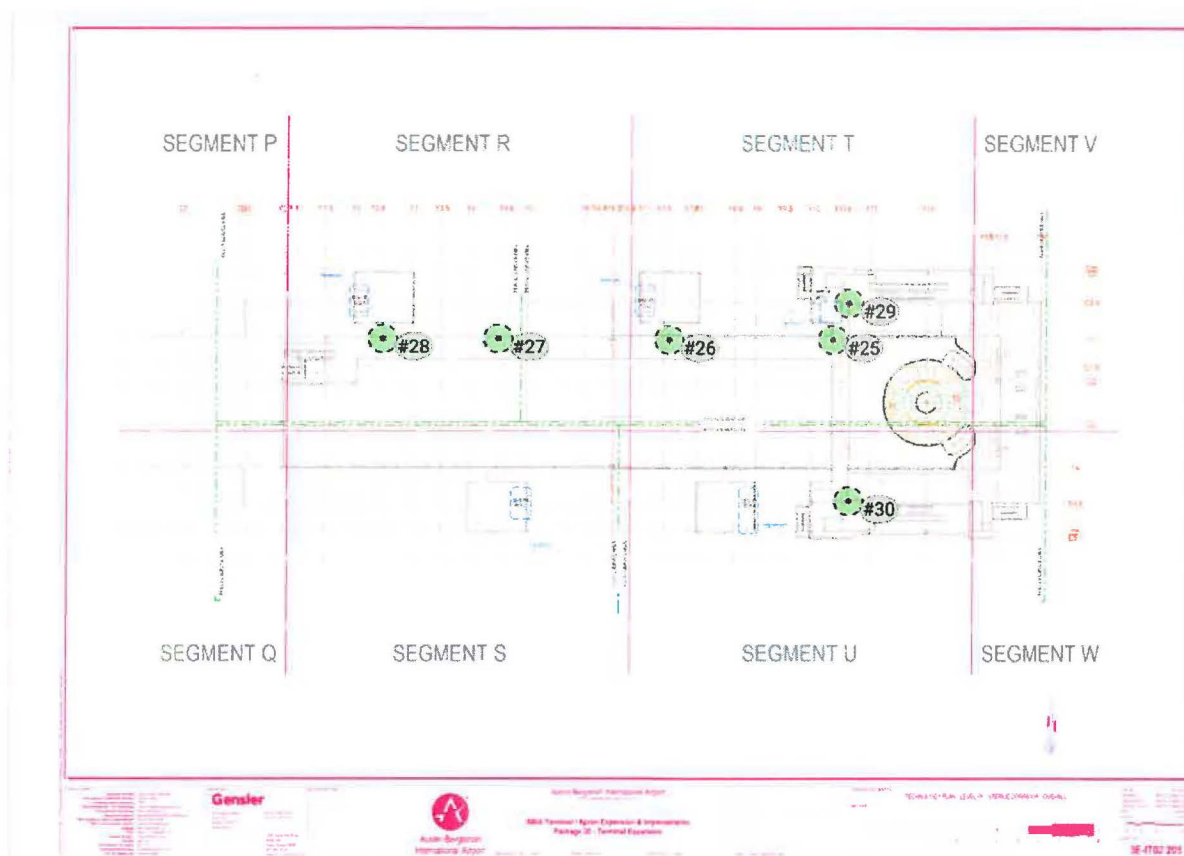
The Wi-Fi user experience at the East Terminal will mirror the airport's current Wi-Fi experience. Three SSIDs will be shown in the coverage area – Austin Free Wi-Fi, Passpoint Secure, and Boingo Hotspot. This will provide a seamless Wi-Fi user experience throughout the airport.

AP Placement Locations

Access Points on 3E-IT02-202_203_205 2



Access Points on 3E-IT02-202_203_205 3



PRICING

The total cost for adding Boingo Wi-Fi to the AUS terminal expansion project is \$58,837. AUS is covering the install so there will be zero external labor cost in this Wi-Fi expansion.

NEXT STEPS

Boingo can commence the Wi-Fi extension project with approval from ABIA and a Purchase Order from the Airport. Boingo Account Director Jessica Harris will continue to be your point of contact throughout the project. Her contact details are as follows:

Jessica Harris
Director, Account Management – Central, Mid-West
Mobile: 915-401-9015
Email: jharris@boingo.com



Amendment No. 9
to
Contract No. NA090000045
for
Neutral Hosted Distributed Antenna System (DAS)
between
Concourse Communications Group, LLC
and the
City of Austin

- 1.0 The City hereby amends this Contract by modifying the Scope of Work, Article 9 Additional Work, Section A, attached hereto as Exhibit A.
- 2.0 The City hereby modify the Contract start date from the contract execution date to the system acceptance date. This modification will modify the contract expiration date from 12/02/2018 to 05/31/2020.
- 3.0 The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 12/3/058 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work	No Additional Funding Required	\$417,015.00
Amendment No. 2: Additional Work	\$10,621.00	\$427,636.00
Amendment No. 3: Additional Work	\$151,991.05	\$579,627.05
Amendment No. 4: Additional Work	\$3,585.26	\$583,212.31
Amendment No. 5: Additional Work	\$46,645.01	\$629,857.32
Amendment No. 6: Additional Work	No Additional Funding Required	\$629,857.32
Amendment No. 7: Mutual Agreement to extend for the period of 12/03/13 – 12/02/18	No Additional Funding Required	\$629,857.32
Amendment No. 8: Administrative Increase	\$29,831.93	\$659,689.25
Amendment No. 9: Additional Work Date Modification	No Additional Funding Required	\$659,689.25

4.0 All other terms and conditions remain the same.

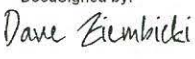
By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Concourse Communications Group, LLC

Dave Ziemicki

Printed Name:
Authorized Representative

DocuSigned by:

AD4C2E65E3C0472...

Signature:

6/7/2017

Date:

City of Austin



Printed Name:
City of Austin



Signature:

6/8/2017

Date:



Amendment No. 8
to
Contract No. NA090000045
for
Neutral Hosted Distributed Antenna System (DAS)
between
Concourse Communications Group, LLC
and the
City of Austin

1.0 The City hereby exercises an administrative increase to the above-referenced contract in the amount of \$29,831.93. Effective date of this change is 12/10/2015.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 12/3/08 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work	No Additional Funding Required	\$417,015.00
Amendment No. 2: Additional Work	\$10,621.00	\$427,636.00
Amendment No. 3: Additional Work	\$151,991.05	\$579,627.05
Amendment No. 4: Additional Work	\$3,585.26	\$583,212.31
Amendment No. 5: Additional Work	\$46,645.01	\$629,857.32
Amendment No. 6: Additional Work	No Additional Funding Required	\$629,857.32
Amendment No. 7: Mutual Agreement to extend for the period of 12/03/13 - 12/02/18	No Additional Funding Required	\$629,857.32
Amendment No. 8: Administrative Increase	\$29,831.93	\$659,689.25

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Concourse Communications Group, LLC

City of Austin

MARK DESHATES

Printed Name:

Authorized Representative


Sai Purcell

Printed Name:

City of Austin


Signature:

1.15.16
Date:


Signature:

1/25/16
Date:



Amendment No. 7
of
Contract No. NA090000045
for
Neutral Host Distributed Antenna System
between
Concourse Communications Group, LLC.
and the
City of Austin

- 1.0 The City hereby exercises the extension for the above-referenced contract. Effective December 3, 2013, the term for the extension period will be December 3, 2013 to December 2, 2018.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/3/08 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work No additional funding required	\$0.00	\$417,015.00
Amendment No. 2: Additional Work	\$10,621.00	\$427,636.00
Amendment No. 3: Additional Work	\$151,991.05	\$579,627.05
Amendment No. 4: Additional Work	\$3,585.26	\$583,212.31
Amendment No. 5: Additional Work	\$46,645.01	\$629,857.32
Amendment No. 6: Additional Work No additional funding required	\$0.00	\$629,857.32
Amendment No. 7: Mutual Agreement to extend for the period of 12/03/13 – 12/02/18	\$0.00	\$629,857.32

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Printed
Name: Zack Sterngold
Authorized Representative
Concourse Communications Group, LLC
200 W. Madison St. Ste. 2830
Chicago, IL 60606

Signature & Date:

for Teresa Reddy, Corporate Contract Compliance Manager
IT Procurement
City of Austin
Purchasing Office



Amendment No. 6
to
Contract No. NA090000045
for
Neutral Hosted Distributed Antenna System (DAS)
between
Concourse Communications Group, LLC
and the
City of Austin

The above referenced contract is amended as follows:

1.0 This Amendment No. 6 is made and entered into by and between the City of Austin ("City") and Concourse Communications, LLC ("Contractor").

1.1 The parties entered into the above referenced Contract, dated December 3, 2008 ("Contract"). This Amendment No. 6 will become effective as of the date signed by an authorized representative of the City.

1.2 Pursuant to Article 9, Section A of the Contract, the parties may modify Exhibit C to add Additional Work to the Scope of Work as defined in Exhibit A, attached hereto.

1.3 All enhancements, additional work and services included in this Amendment shall be provided at no additional cost to the City and shall be completed and fully functional by October 1, 2013.

1.4 Each of the undersigned hereby represents that he/she is fully authorized to enter into this Amendment on behalf of the entity named below, as applicable.

1.5 This Amendment sets forth the entire agreement between the parties with respect to the Additional Work. All terms and conditions of the Contract remain in full force and effect.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 12/3/08 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work	No Additional Funding Required	\$417,015.00
Amendment No. 2: Additional Work	\$10,621.00	\$427,636.00
Amendment No. 3: Additional Work	\$151,991.05	\$579,627.05
Amendment No. 4: Additional Work	\$3,585.26	\$583,212.31
Amendment No. 5: Additional Work	\$46,645.01	\$629,857.32
Amendment No. 6: Additional Work	No Additional Funding Required	\$629,857.32

3.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Concourse Communications Group, LLC

City of Austin

Peter Huenen

Printed Name:

Authorized Representative

[Signature]

Signature:

5/20/2013

Date:

Teresa Reddy

Printed Name:

City of Austin

[Signature]

Signature:

6/6/13

Date:

Exhibit A
Additional Work

All enhancements, additional work, and services included in this Exhibit shall be provided at no additional cost to the City and shall be completed, approved in writing by the City and fully functional by October 1, 2013.

- 1.0 Provide travelers and other transient visitors in the public areas of the terminal building a minimum of 90 minutes continuous advertisement sponsored free WiFi access at 1mbps or higher. Free sessions may be supported by no more than 3, 30 second advertisements provided that advertisements are placed into the user session so as not to disrupt the user session, and that the user remains logged into session during the airing of advertisements. Free 90 minutes sessions shall allow users to log off and back on and/or reconnect to service if connection is dropped and total time has not been utilized.
- 2.0 Provide premium fee based services at existing contracted rates at speeds of 6 mbps or higher. Deploy updated sign on page to include upgraded free content portal (Walled Garden 2.0) that shall allow users to bypass sign on page to access additional free content including travel related web sites, other Boingo partner sites, and sites that promote and support the Vision and Mission of the City of Austin.
- 3.0 Installation and implementation of real-time monitoring of security screening queuing solution that utilizes Boingo network and provides public access to current security queue wait times.
- 4.0 Installation, configuration, operation and maintenance of additional WiFi access points within the terminal building to increase service density where needed as determined by the City and Boingo.

- 5.0 Estimated value of additional services and enhancements, at no cost to the City:

free WiFi services (annual cost)	\$766,200
WiFi system upgrades	\$20,000
security line queue monitoring services	\$65,000
customized security line monitoring application and travel information	\$300,000
Total estimated value of services	<u>\$1,151,200</u>

- 6.0 Projected approximate revenue under this amendment:

projected DAS revenue	\$20,577.00
projected advertising revenue	\$10,000.00
projected WiFi revenue	\$3,000.00
	<u>\$33,577.00</u>

- 7.0 Concession fees will be based on the following percentages of the gross receipts generated by the following services provided by the contractor:
 - o Licensed Wireless Services = 15%
 - o Unlicensed Wireless Services = 15%



Amendment No. 5
of
Contract No. NA090000045
for
Neutral Hosted Distributed Antenna System (DAS)
between
Concourse Communications Group LLC
and the
City of Austin

- 1.0 This Amendment No. 5 is made and entered into by and between the City of Austin, a political subdivision of the State of Texas ("City"), and Concourse Communications, LLC ("Contractor").
- 1.1 The parties entered into the above referenced Contract, dated December 3, 2008 ("Contract"). This Amendment No. 5 will become effective as of the date signed by an authorized representative of the City.
- 1.2 Pursuant to Article 9, Section A of the Contract, the parties may modify Exhibit C to add Additional Work to the Scope of Work. Contractor shall provide the Additional Work as shown on "Outdoor WiFi Coverage Enhancement Phases I and II per Concourse Communications" proposal, Rev. 1.0C, dated October 4, 2012, attached hereto.
- 1.3 Upon completion and acceptance of the Additional Work, Contractor shall be paid an amount not to exceed \$46,645.01.
- 1.4 Each of the undersigned hereby represents that he/she is fully authorized to enter into this Amendment on behalf of the entity named below, as applicable.
- 1.5 This Amendment sets forth the entire agreement between the parties with respect to the Additional Work. All terms and conditions of the Contract remain in full force and effect.

- 2.0 The total Contract authorization is recapped below:

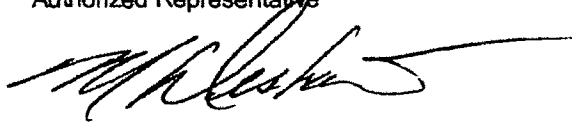
Term	Action Amount	Contract Amount
Basic Term: 12/3/08 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work	No Additional Funding Required	\$417,015.00
Amendment No. 2: Additional Work	\$10,621.00	\$427,636.00
Amendment No. 3: Additional Work	\$151,991.05	\$579,627.05
Amendment No. 4: Additional Work	\$3,585.26	\$583,212.31
Amendment No. 5: Additional Work	\$46,645.01	\$629,857.32

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

MARK DECHATES 11/5/12

Printed Name:
Authorized Representative



Concourse Communications Group, LLC
200 W. Madison St.
Chicago, IL 60602

Brenda Helgren 11/5/12

Brenda Helgren, Sr Buyer
City of Austin
Purchasing Office

Approved: Denise Lucas 11/5/2012

Denise Lucas,
Deputy Purchasing Officer

3. **BOM**

Vendor	Part No.	Hardware Description	Discount Unit Price	QTY	Dis. Total Price
Cisco	AIR-LAP1242AG-A-K9	Cisco 1242 Access Point 802.11a/g LWAPP	\$ 590.00	1	\$ 590.00
Cisco	WS-C2960-8PC-S	Cisco Catalyst 2960-8TC-S switch 8 port	\$ 420.00	1	\$ 420.00
Cisco	RCKMNT-19-CMPCT	2960, 3560 Compact Switch Rackmount	\$ 45.00	1	\$ 45.00
Cisco	GLC-LH-SM	Cisco 1000Base LX SFP	\$ 597.00	2	\$ 1,194.00
TBD	WM-8-12	12" Deep Wall Mount	\$ 122.26	1	\$ 122.26
MISC	Fiber Jumpers	TBD -	\$ 200.00	1	\$ 200.00
			Total Remote		\$ 2,371.26
Description of Work				Qty	
		AP Labor/Cable/Conduit		1	\$ 750.00
					\$ -
			Labor Cost		\$ 750.00
					Total Project Cost \$ 3,121.26
Materials Contingency 10.00%					\$ 237.13
Materials Tax 10.25%					\$ 76.88
Labor Contingency 20.00%					\$ 150.00
TOTAL					\$ 3,585.26



Amendment No. 4
to
Contract No. NA090000045
For
Neutral Host and Distributed Antenna System
And Wireless Local Area Network
At Austin-Bergstrom International Airport
between
Concourse Communications, LLC
and the
City of Austin

This Amendment No. 4 is made and entered into by and between the City of Austin, a political subdivision of the State of Texas ("City"), and Concourse Communications, LLC ("Contractor").

- 1.0 The parties entered into the above referenced Contract, dated December 3, 2008 ("Contract"). This Amendment #4 will become effective as of the date signed by an authorized representative of the City.
- 2.0 Pursuant to Article 9, Section A of the Contract, the parties may modify Exhibit C to add Additional Work to the Scope of Work. Contractor shall provide the Additional Work as shown on Exhibit A, attached hereto.
- 3.0 Upon completion and acceptance of the Additional Work, Contractor shall be paid an amount not to exceed \$3,585.26. Details of the pricing are set forth on Exhibit B, attached hereto.
- 4.0 Each of the undersigned hereby represents that he/she is fully authorized to enter into this Amendment on behalf of the entity named below, as applicable.
- 5.0 This Amendment sets forth the entire agreement between the parties with respect to the Additional Work. All terms and conditions of the Contract remain in full force and effect.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced Contract.

Concourse Communications Inc., LLC

City of Austin

By:

Name:
Title:

Date:

By:

Name:
Title:

Date:

Exhibit A

Additional Work

NEW CELL HOLDING LOT

AUSTIN BERGSTROM INTERNATIONAL AIRPORT

Overview

Contractor shall furnish and install Access Point in the new Cell Lot Staging Area Facility previously used as the GTSA Building. This system will be an extension of the Airport Wi-Fi network install by Contractor.

The City shall provide the fiber cabling between Building 1101 and the Old GTSA building for this project via existing single mode fiber termination points.

Contractor will procure and install the one Access Point, access switch, fiber jumpers, and CAT5e jumpers, and install the CAT5e cabling within the facility to interconnect the Access Point to the head end equipment room. Concourse will also be responsible for provisioning, monitoring, and maintenance of the equipment provided.

Installation work shall adhere to all appropriate Airport and City building codes.

Exhibit B
Pricing Detail

Vendor	Part No.	Hardware Description	Discount Unit Price	QTY	Dis. Total Price
Cisco	AIR-LAP1242AG-A-K9	Cisco 1242 Access Point 802.11a/g LWAPP	\$ 590.00	1	\$ 590.00
Cisco	WS-C2960-8PC-S	Cisco Catalyst 2960-8TC-S switch 8 port	\$ 420.00	1	\$ 420.00
Cisco	RCKMNT-19-CMPCT	2960, 3560 Compact Switch Rackmount	\$ 45.00	1	\$ 45.00
Cisco	GLC-LH-SM	Cisco 1000Base LX SFP	\$ 597.00	2	\$ 1,194.00
TBD	WM-8-12	12" Deep Wall Mount	\$ 122.26	1	\$ 122.26
MISC	Fiber Jumpers	TBD -	\$ 200.00	1	\$ 200.00

		Total Remote	\$	2,371.26
	Description of Work		Qty	
	AP Labor/Cable/Conduit		1	\$ 750.00
				\$
		Labor Cost	\$	750.00

Total Project Cost		\$	3,121.26
Materials Contingency	10.00%	\$	237.13
Materials Tax	10.25%	\$	76.88
Labor Contingency	20.00%	\$	150.00
TOTAL		\$	3,585.26



Amendment No. 3
to
Contract No. NA090000045 for
Neutral Host Distributed Antenna System and Wireless Local Area Network
between
Concourse Communications Group LLC
and the
City of Austin

1.0 Amend the contract to add the following Additional Work:

- a. Security Camera System Phases II and III with Phase I Completion per Concourse proposal, Rev. C, dated May 16, 2011 in an amount not to exceed \$151,991.05.

2.0 Additional Work:

(a) Additional Work falling under Section 1.0(a). The parties acknowledge and agree that such Additional Work is a one-time build project and does not constitute any part of the System. Contractor's obligations with regards to this Additional Work are contained solely in Section 8(C)(2) of the Agreement. Contractor shall pass on any manufacturer warranties to the City after installation thereof. This Additional Work shall not require any additional bonding or tie up any existing bonding under the Agreement.

3.0 The total Contract authorization is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: 12/3/08 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work	No additional funding required	\$417,015.00
Amendment No. 2: Additional Work	\$10,621.00	\$427,636.00
Amendment No. 3: Additional Work	\$151,991.05	\$579,627.05

4.0 MBE/WBE goals do apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 3 is hereby incorporated into and made a part of the above-referenced contract.

Signature:
Printed Name: James H. [unclear]
Authorized Representative

Concourse Communications Group LLC
200 W. Madison St.
Chicago, IL 60602

Signed:
Mick Osborne, Specialist Sr. Buyer
City of Austin
Purchasing Office

Date

Concourse Amend #3

Date



Amendment No. 2
to
Contract No. NA090000045 for
Neutral Host Distributed Antenna System and Wireless Local Area Network
between
Concourse Communications Group LLC
and the
City of Austin

1.0 Amend the contract to add the following Additional Work:

- a. Procurement and installation of two (2) Thinman KT131 kiosks with three year warranty per attached Concourse quote dated December 4, 2009 in an amount not to exceed \$10,621.00.

2.0 Additional Work:

(a) Additional Work falling under Section 1.0(a). The parties acknowledge and agree that such Additional Work is a one-time build project and does not constitute any part of the System. Contractor's obligations with regards to this Additional Work are contained solely in Section 8(C)(2) of the Agreement. Contractor shall pass on any manufacturer warranties to the City after installation thereof. This Additional Work shall not require any additional bonding or tie up any existing bonding under the Agreement.

3.0 The total Contract authorization is recapped below:

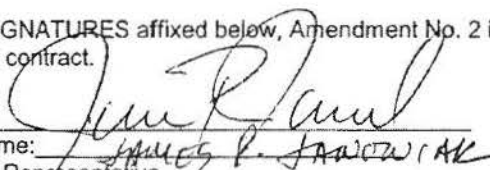
Term	Contract Amount for the term	Total Contract Amount
Basic Term: 12/3/08 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work	No additional funding required	\$417,015.00
Amendment No. 2: Additional Work	\$10,621.00	\$427,636.00

4.0 MBE/WBE goals do apply to this contract.

- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 2 is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Printed Name: JAMES P. JAWORSKI

Authorized Representative

Signed: 

Mick Osborne, Specialist Sr. Buyer
City of Austin
Purchasing Office

Concourse Communications Group LLC
200 W. Madison St.
Chicago, IL 60602

Date

12-11-09

Date

1/2/10



December 4, 2009

Diana Heath
Austin Bergstrom International Airport
Information Systems
City of Austin, Department of Aviation
3011 Employee Ave
Austin, TX 78719

RE: Additional Internet Kiosks Procurement

Dear Diana,

Concourse Communications would like to respectfully submit this quote for procurement of the kiosks.

Services to be rendered are as follows:

- Procurement of (2) Thinman KT131 (19" LCD)
 - i. ABIA to specify locations (assumes use of existing standard power outlet)
 - Includes taxes and shipping
 - 3 year extended product warranty included
- Installation
 - i. Configuration labor and licensing

The firm fixed price is as follows:

Kiosks at cost	\$9,461.00
Labor	<u>\$1,160.00</u>
Total:	\$10,621.00

As was the case previously, this assumes that the kiosks are moved into place by ABIA near an existing power source and within range of the wireless network.

We trust the above is clear and as complete as necessary for this purpose. We look forward to the opportunity to render a complete and satisfactory service.

Sincerely,

Eric M. Isherwood
Director of Vertical Marketing- Airports



Accepted: _____

Date: _____

Title: _____



Amendment No. 1
to
Contract No. NA090000045 for
Neutral Host Distributed Antenna System and Wireless Local Area Network
between
Concourse Communications Group LLC
and the
City of Austin

1.0 Amend the contract to add the following Additional Work:

- a. Procurement and installation of four (4) Thinman KT131 kiosks with three year warranty per attached Concourse quote dated April 22, 2009 in an amount not to exceed \$18,955.00.
- b. Wi-fi expansion to Warehouse Building 6040 per attached Proposal and Scope of Work, Rev. C, dated April 24, 2009 in an amount not to exceed \$11,625.06
- c. Security camera system and installation per attached Proposal, Rev. H, dated April 22, 2009 in an amount not to exceed \$125,064.53

2.0 Additional Work:

(a) Additional Work falling under Section 1.0(a). The parties acknowledge and agree that such Additional Work is a one-time build project and does not constitute any part of the System. Contractor's obligations with regards to this Additional Work are contained solely in Section 8(C)(2) of the Agreement. Contractor shall pass on any manufacturer warranties to the City after installation thereof. This Additional Work shall not require any additional bonding or tie up any existing bonding under the Agreement.

(b) Additional Work falling under Section 1.0(b). This Additional Work shall form part of the System once completed. This Additional Work shall not require any additional bonding or tie up any existing bonding under the Agreement

(c) Additional Work falling under Section 1.0(c). City shall be responsible for the maintenance of all cameras, servers and workstations and cabling associated with the security camera system once constructed. Contractor shall maintain and support network connectivity and network devices associated with the security camera systems where this system uses infrastructure common to the WLAN network and/or as specified in this Amendment No. 1. Contractor shall support and maintain camera and security software and software configurations associated with the security camera systems. Contractor shall provide all other work on a time and materials basis if requested by City, and as outlined in the paragraph below. The parties further agree that Additional Work under this Amendment No. 1 shall not require any additional bonding or tie up any existing bonding under the Agreement.

(i) Time and Materials basis for additional support and maintenance of the security camera system:

- Labor at \$150/hour
- Retail cost of replacement hardware or materials for any materials that are used solely for the security camera system
- Reasonable Expenses, including travel if any maintenance requests require on-site visits outside of regularly scheduled DAS/Wi-Fi system maintenance

3.0 No additional contract funding is required for these projects.

4.0 The total Contract authorization is recapped below:

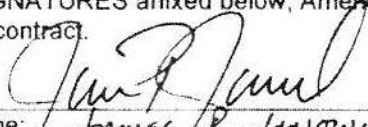
Term	Contract Amount for the term	Total Contract Amount
Basic Term: 12/3/08 – 12/2/18	\$417,015.00	\$417,015.00
Amendment No. 1: Additional Work	No additional funding required	\$417,015.00

5.0 MBE/WBE goals do apply to this contract.

6.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.


Signature: 

Printed Name: James P. Janowiak
Authorized Representative

Concourse Communications Group LLC
200 W. Madison St.
Chicago, IL 60602

Date

MAY 11, 2009

Signed: 

Mick Osborne, Specialist Sr. Buyer
City of Austin
Purchasing Office

Date

5/12/09



April 22, 2009

Diana Heath
Austin Bergstrom International Airport
Information Systems
City of Austin, Department of Aviation
3011 Employee Ave
Austin, TX 78719

RE: Internet Kiosk Procurement- REVISED
Reference (Contract #MA8100 NA090000045)

Dear Diana,

Concourse Communications would like to respectfully submit this quote for procurement of the kiosks.

Services to be rendered are as follows:

- Procurement of (4) Thinman KT131 (19" LCD)
 - i. ABIA to specify locations (assumes use of existing standard power outlet)
 - Includes taxes and shipping
 - 3 year product warranty included
 - Installation will be completed per contract at n/c

The firm fixed price is as follows:

Kiosks at cost	<u>\$18,955.00</u>
Total:	\$18,955.00

We trust the above is clear and as complete as necessary for this purpose. We look forward to the opportunity to render a complete and satisfactory service.

Sincerely,

Eric M. Isherwood
Director of Vertical Marketing- Airports

Accepted: _____
Date: _____

Title: _____



City of Austin

Financial and Administrative Services Department
Purchasing Office
P. O. Box 1088, Austin, TX 78767

(512) 974-2500

December 3, 2008

Mr. Orlando Saez
Concourse Communications Group, LLC
200 W. Madison St.
Chicago, IL 60602

Re: Solicitation No. MSO0011
Neutral Host Distributed Antenna System

Dear Mr. Saez:

The Austin City Council has approved the execution of a contract with your company for the above-referenced item as follows:

Responsible Department:	Aviation
Department Contact Person:	Diana Heath
Department Contact Email Address:	Diana.heath@ci.austin.tx.us
Department Contact Telephone:	(512) 530-6341
Project Name:	Neutral Host Distributed Antenna System
Contractor Name:	Concourse Communications, LLC
Contract Number:	MA 8100 NA090000045
Contract Period:	December 3, 2008 through December 2, 2018
Dollar Amount	Revenue contract with \$417,015.00 additional spending authority
Extension Options:	N/A
Requisition Number:	RQM 8100 07071900949
Solicitation Number:	MSO0011
Agenda Item Number:	34
Council Approval Date:	6/5/08

Attached is a copy of all contract terms and conditions. Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-2995.

Sincerely,

Mick Osborne, Specialist Sr. Buyer
Purchasing Office
Finance and Administrative Services Department
Enclosure

**AGREEMENT FOR THE INSTALLATION, OPERATION,
MAINTENANCE, AND MANAGEMENT OF A
NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM AND
WIRELESS LOCAL AREA NETWORK
AT
AUSTIN-BERGSTROM INTERNATIONAL AIRPORT
AUSTIN, TEXAS**

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF AUSTIN, TEXAS (the "City"), acting by and through its Executive Director of Aviation and CONCOURSE COMMUNICATIONS GROUP, LLC, a Delaware limited liability company, ("Contractor"), whose principal place of business is located at 200 West Madison Street, Chicago, Illinois 60602.

WHEREAS

1. The City is the owner and operator of Austin-Bergstrom International Airport (the "Airport") in Austin, Texas;
2. The City issued a Request for Proposals ("RFP") seeking qualified persons to design, develop and install a neutral host Distributed Antenna System at the Airport to support cellular service providers, paging services and Wi-Fi internet connectivity for the traveling public and Airport staff;
3. Contractor submitted a proposal ("Proposal") in response to the RFP for the design and implementation, operation, and management of a neutral host Distributed Antenna System and Wireless Local Area Network at the Airport;
4. The City desires to grant Contractor the right and privilege to operate a neutral host Distributed Antenna System and Wireless Local Area Network in accordance with the RFP, the Proposal and terms, conditions and covenants of this Agreement, and Contractor desires to provide such services and enter into this Agreement with this City.

NOW, THEREFORE, for and in consideration of the covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION

- A. Definitions. As used in this Agreement, the following terms shall be defined as specified below, unless the context requires another meaning.
- (1) **Applicable Law** means all applicable, Federal, State, City, and other local laws, statutes, ordinances, rules and regulations governing Contractor or the Concession herein granted, including Airport rules and regulations adopted by the Department.
 - (2) **Applications Agreement** means a contract between Contractor and any third party which allows that third party to display sponsorship-related material on the Walled Garden Pages, consistent with the Department advertising guidelines and policies.
 - (3) **Applications Partner** means an entity which executes an Applications Agreement with Contractor.

For purposes of assessing damages under this subsection, a report shall be deemed late if it is not received by the City within ten days after the due date specified above.

D. Security Deposit.

- (1) Upon execution of this Agreement, Contractor shall deposit with City the sum of FIFTY THOUSAND DOLLARS (\$50,000) to be held by City as security for Contractor's full, faithful, and timely performance of its obligations under this Agreement (the "Security Deposit"), being three (3) months estimated total Concession Fees payable by Contractor under this Agreement at its inception. The Security Deposit shall be in the form of cash, or an irrevocable letter of credit. The Security Deposit shall not be considered an advance payment of Concession Fees, or a measure of damages in the event of default by Contractor. If the Security Deposit is in the form of cash, City shall not be required to earn or pay interest to Contractor on the Security Deposit, or to keep the Security Deposit in a separate fund apart from other City funds. If the Security Deposit is in the form of a letter of credit, the credit must be in a form, and drawn on a bank, reasonably acceptable to City, and must remain in effect throughout the term of the Agreement and for a period of sixty (60) days thereafter. If a letter of credit expires in accordance with its terms prior to such time, Contractor must provide a replacement letter of credit to City at least thirty (30) days before its expiration date.
- (2) As the amount of Concession Fees change during the Term of this Agreement, City shall periodically review the adequacy of the Security Deposit, and may, by written notice to Contractor, reasonably increase the amount of the Security Deposit to equal three (3) months estimated total Concession Fees payable by Contractor under this Agreement. Such notice shall include a calculation of the revised Security Deposit. Contractor shall within twenty (20) business days of receipt of such written notice from City increasing the Security Deposit, deposit the additional amount with City by certified check or supplemental letter of credit.
- (3) City shall have the right, but not the obligation, to apply all or any part of the Security Deposit to cure any default of Contractor under this Agreement, including, but not limited to, (a) any arrearages of Concession Fees, (b) the cost to repair or restore any damage to the Assigned Areas, or (c) any other amounts due from Contractor under this Agreement. In such event, Contractor must deposit with City an amount equal to the amount so applied by City within five (5) business days of written notice from City of the nature and amount of the application.
- (4) City shall return the Security Deposit to Contractor, less any amounts applied by City under subsection (3), within sixty (60) days after the later of the expiration or termination date of this Agreement, or the date that Contractor surrenders possession of the Assigned Areas to City.

5. ACCOUNTING RECORDS AND REPORTS

- A. Record Retention. Contractor shall keep true, accurate and complete books and records, in accordance with GAAP, and in a form otherwise satisfactory to the City, during the full Term of this Agreement and any extension or renewal thereof. Contractor shall maintain said books and records for additional periods, until an audit of the Agreement is complete,

and all issues arising from such audit are resolved, or not less than three (3) years following expiration of this Agreement, whichever is the later. Contractor shall make all such books and records available to the City in Austin, Texas within twenty days of receipt of written request from the City, or Contractor shall pay the expenses (including without limitation, travel, lodging, and meals) incurred by the City to examine the books and records in another location.

B. Audit of Books and Records.

- (1) Upon written notice at any time or times during the Term of the Agreement but not more than one (1) time per year or within three (3) years after the end of any Contract Year, the City may inspect, reproduce and audit the books and records of Contractor relating to its operation at the Airport. If, as a result of such inspection and audit, it is established that additional fees are due the City, Contractor shall, upon written notice by the City, pay such additional fees, plus interest, calculated at the Contract Rate, within ten (10) days of written notice. If, on the other hand, such audit determines that Contractor has overpaid the fees due the City, the City shall refund to Contractor the amount of such overpayment. Except at the end of the Term of the Agreement, a refund by the City under this Section shall be in the form of a credit against future Concession Fees.
- (2) If the results of such audit reveal an underpayment by Contractor of more than five percent (5%) and \$ 5000.00 between Gross Receipts reported by Contractor and Gross Receipts as determined by audit, the cost of the audit shall be borne by Contractor.

C. Cash Control Structure.

- (1) Contractor shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with Contractor's authority, and that financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.
- (2) The City, at its expense, shall have the right to monitor and test all of Contractor's cash and internal controls and systems. Contractor shall provide to the City, upon request, any non-privileged report or certification prepared by, or on behalf of, Contractor concerning the adequacy of Contractor's internal controls, including reports that Contractor may be required to file under Sections 302 or 404 of the Sarbanes Oxley Act of 2002.

6. OBLIGATIONS OF THE PARTIES

- A. Contractor shall design, build, install, operate and maintain the System in accordance with the Scope of Work attached to this Agreement as **Exhibit C**, the Contract Documents, and Applicable Law. The System shall accommodate all interested Carrier Users on a non-discriminatory basis up to the design capacity of the System. Contractor, at its sole expense, shall provide all labor, material, equipment, contractors, consultants and services providers necessary or appropriate to perform its obligations under the Contract Documents.

- B. Contractor shall commence the installation and construction of the System promptly upon reaching executed agreements with two incumbent Licensed Carrier Users, such that the Carrier Users' pro rata shares of the capital costs of the System are advanced to Contractor (or a reimbursement agreement for such costs is under agreement). However, nothing herein shall preclude Contractor from commencing installation and construction of the System prior to it reaching agreement with two incumbent Licensed Carrier Users. If Contractor fails to enter into Carrier Agreements with at least two incumbent Licensed Carrier Users within six months after the Effective Date, the City, may in addition to any other available right or remedy, terminate this Agreement upon thirty days prior written notice, unless during such thirty day period, Contractor enters into the minimum required number of Carrier Agreements. Contractor shall ensure that all applicable engineering, environmental and structural standards are satisfied for each Carrier User with which it executes a Roaming Agreement or Carrier Agreement.
- C. Contractor will negotiate with licensed and unlicensed Carrier Users, and shall use commercially reasonable efforts to enter into agreements for Licensed and Unlicensed Wireless Services on the System with, at a minimum those Cellular Telephone companies and WISPs who have existing license agreements with the Department.
- D. The City shall grant to Contractor the right and privilege to place and operate wireless antennae or other wireless systems in and on Assigned Areas, to the extent necessary to operate the System in accordance with its specifications, subject to the approval of the Director, in accordance with the Airport Design Guidelines.
- E. The City currently has in effect license agreements with certain licensed and unlicensed wireless Carrier Users. The contract terms of such license agreements vary. The City agrees to send written notice to such Carrier Users of this Agreement with Contractor, and of its desire that such Carrier Users migrate onto the System. To the extent permitted by Applicable Law, the City agrees that it will not, after the Commencement Date, renew such license agreements, or enter into new license agreements, unless Contractor is unable to enter into Carrier Agreements with such companies
- F. The City shall provide to Contractor at no additional charge, access and use of twelve (12) strands of optical fiber from the Telecommunications Building to the Terminal. Subject to availability and capacity, the City shall further provide to Contractor at no additional charge access and use of existing unused fiber optic lines within the Terminal to the Assigned Areas.
- G. Subject to Applicable Law governing Sensitive Security Information, the City shall provide Contractor with reasonable access to terminal drawings that include accurate detailed information regarding the terminal cable plant, cable trays, equipment rooms, power sources, fiber routes, and any other technical information required by Contractor to properly design the System.
- H. Contractor shall design the System in accordance with Applicable Law and best industry practices and standards. This design shall take into consideration current wired and wireless, data communications technology and will adhere to the IEEE 802.11 a, b, g, and n standards for wireless data networking and shall be capable of supporting the unlicensed 2.4GHz and 5.2 GHz and the licensed 4.9GHz public safety frequencies. Network wiring shall adhere to the National Electric Code for construction requirements and shall also incorporate the Airport's design and construction standards and make use of existing conduits and cable trays (if possible).

- I. Contractor shall prepare a project plan detailing the objective and steps to be taken for the survey, design and implementation including an estimated schedule for completion, which shall be presented to the City for the Director's reasonable approval. Once approved by the Director, such project plan and schedule shall be incorporated into and become a part of this Agreement for all purposes. Contractor shall comply with the provisions of the approved project plan and schedule.
- J. The City shall provide access to suitable existing cable trays and/or conduits necessary to accommodate the installation of System cabling, subject to capacity and availability of space.
- K. The City shall provide notice regarding changes, alterations, or renovations to the terminal design so that these changes may be incorporated in the System design.
- L. In the event that during design or construction of the System it is determined that asbestos or other hazardous material must be abated prior to System installation, the City shall be responsible for the abatement procedure.
- M. Legal title to the System, excluding the Kiosks and other equipment for which the City has either paid or reimbursed Contractor, shall remain with Contractor during the term of this Agreement. Full title, and all rights of ownership, to the System shall automatically transfer to the City upon expiration or earlier termination of this Agreement, free from any liens or claims whatsoever, without any additional compensation from the City to Contractor or any other person. Contractor shall execute and deliver such bills of sale or other documents reasonably requested by the City to evidence transfer of title. Contractor shall assign and transfer all third party warranties on the System to the City, or if a warranty cannot be assigned, Contractor agrees to use its best efforts to enforce such warranty for the benefit of the City.
- N. Contractor may install and maintain signs in the Terminal to promote the use of the System by potential customers, subject to the written approval of the Director for compliance with the Airport policies and procedures, including size and location. All signs must conform to the requirements established by the signage standards in the Design and Development Guide. Contractor shall be responsible for all costs to produce, maintain, and install such signs.
- O. All work performed by or on behalf of Contractor under this Agreement to construct or install the System shall be done in a good and workmanlike manner, in accordance with the best industry practices and Applicable Laws.
- P. The City shall have the use of the System for internal applications utilized solely by the Department, its employees and authorized consultants and contractors ("Internal Applications"). Contractor shall manage and support the Internal Applications in the same manner as it manages and supports the System under this Agreement. There shall be no charge to the City for use of the System for Internal Applications. But, if the City elects to expand the System into areas of the Airport which are not covered under this Agreement as the System is originally configured on the Commencement Date, the City shall reimburse Contractor for its reasonable actual additional costs incurred to expand, support, manage and operate the System to support Internal Applications attributable to the expanded coverage areas. Such an expansion of the System into areas of the Airport not originally covered shall be considered to be Additional Work under Section 9 below. The amount of such additional costs shall be included in the cost proposal required to be submitted by the

Contractor to the City under Section 9.A., and if the City decides to authorize the expansion, in the amendment to this Agreement authorizing such Additional Work. The City, in its sole discretion, may discontinue, or choose not to engage in, the specific activities that trigger such additional costs. Reimbursement for such additional costs shall be made in the same manner as payment for Additional Work under Section 9 below.

7. OPERATION OF SYSTEM

- A. Service Requirements. Contractor shall operate the System and all services related to the System twenty-four (24) hours per day, seven days per week, with the exception of routine shutdowns for maintenance purposes which shall take place only between the hours of 12:00 a.m. and 5:00 a.m. Contractor shall provide maintenance service for the System 24 hours a day.
- B. Service Standards/Liquidated Damages. The System is vital to the efficient operation of the Airport, and therefore it is critical that any System outages be promptly restored. The parties agree that the City will be damaged if the System is out of service longer than necessary, but that the amount of such damages is difficult to determine. Therefore, the parties agree that the City may assess, and Contractor shall pay, the amounts specified below as liquidated damages, not a penalty, for failure to restore the System within the stated time frames, and that such liquidated damages are fair compensation to the City for Contractor's failure to timely restore operation as provided in this Agreement. If the amount of liquidated damages that may be assessed under any subsection of this Section 7B reaches its maximum, and the outage has still not been rectified, Contractor's failure to rectify the outage shall be a Contractor Default.
- (1) If a Major Outage (as defined in Exhibit C Scope of Work) has occurred and is not rectified or reduced to a Minor Outage (as defined in Exhibit C Scope of Work) within twenty-four hours from the time the Department places a trouble call, Contractor shall pay the City liquidated damages in the amount of \$1,000. Liquidated Damages shall continue to accrue at the rate of \$1,000 for each succeeding twenty-four hour period thereafter until the Major outage is rectified or reduced to a minor outage. The maximum amount of liquidated damages that may be assessed under this Section 7 B (1) for a single event or occurrence is \$10,000.
 - (2) If a Major Outage has occurred and is not rectified within twenty-four hours from the time the Department places a trouble call, but is reduced to a Minor Outage, liquidated damages shall continue to accrue at the rate of \$500 for each succeeding twenty-four hour period starting the first hour following the reduction of the Major Outage to a Minor Outage and continuing thereafter until the Minor Outage is rectified. The maximum amount of liquidated damages that may be assessed under this Section 7 B (2) for a single event or occurrence is \$5,000.
 - (3) If a Minor Outage has occurred and is not rectified within twenty-four hours from the time the Department places a trouble call, Contractor shall pay the City liquidated damages in the amount of \$500. Liquidated Damages will continue to accrue at the rate of \$500 ~~per hour~~ for each succeeding twenty-four hour period thereafter until the Minor Outage is rectified. The maximum liquidated damages that may be assessed under this Section 7 B (3) for a single event or occurrence is \$5,000.

- (4) If a Minor Outage has occurred and is not rectified within twenty-four hours from the time the Department places a trouble call, but instead becomes a Major Outage, Contractor shall pay the City liquidated damages in the amount of \$1,000. Liquidated Damages shall continue to accrue at the rate of \$1,000 for each succeeding twenty-four hours period thereafter until the Major Outage Is rectified or becomes a Minor Outage. The maximum amount of liquidated damages that may be assessed under this Section 7 B (4) for a single event or occurrence is \$10,000.
 - (5) If a trouble call concerning a Minor Outage is made later than 1 pm on a business day, or during non-business hours, the twenty-four hour period shall not be deemed to begin until the first business hour on the first business day following the trouble call.
 - (6) In the event of total failure of the System, liquidated damages specified in this Section 7B shall not be applicable if the Contractor begins adequate interim replacement within twenty-four hours and completes the installation within seventy two hours after the trouble call, and thereafter either repairs the original failed component(s) or replaces it with new component(s) within 7 calendar days of the trouble call.
- C. Contractor must, at its own expense, acquire and maintain in force throughout the term of this Agreement any and all licenses and permits required for the design, construction, installation and operation of the System, including the filing of appropriate applications for all radio frequency systems to the Department of Aviation Information Systems and the City of Austin's Wireless Communications Office.
 - D. Contractor shall operate the System and all related services at 95% availability over 95% of the required Coverage Area. The time, availability, and area coverage requirements must be achieved for fully loaded carrier, paging or Wi-Fi channels. Scheduled maintenance periods shall not be considered when determining availability of the System services.
 - E. Contractor's operation of the System shall not interfere with FAA radio operations and equipment, or other existing licensed radio frequency users including the City of Austin's radio systems. If the City learns that the System causes such interference, the City will provide Contractor with written notice of such interference, and Contractor shall take immediate action to begin correcting the same and shall diligently pursue such correction until the interference or disruption is corrected.
 - F. Contractor shall provide all necessary vehicles, equipment, tools and supplies ("Required Equipment") required by its staff to successfully complete their responsibilities under this Agreement. The City will in no way be responsible for any loss of Required Equipment due to hazards, vandalism or theft.

8. PRICING

- A. Economic Nondiscrimination. Contractor shall make the System available to all users thereof on reasonable, and not unjustly discriminatory basis, and shall charge reasonable, and not unjustly discriminatory, rates and charges for the use of the System, provided that Contractor may make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume users.

13. Subject to the preceding paragraph, Contractor shall charge the public the fees listed on the table below for connections to the Internet through the System ("Connection Fees"). Contractor monitors and revisits the price to reflect fair market pricing of Internet access in similar venues. Further, from time to time, Contractor conducts special promotional offers for a pre-defined period of time to promote network use. Any proposed changes to the Connection Fees shall be subject to the reasonable approval of the City.

Service Type	Pricing Plan
As-You-Go Access One-time hourly or daypass access	Usage is \$4.99 per hour or \$7.95 per Connect Day for locations within the U.S. & Canada. A Connect Day includes unlimited access in AUS or any other of the 112,000 locations. Premium per-minute or connect day charges may apply at certain locations outside of the U.S. & Canada.
Boingo Unlimited Access Good at over 112,000 locations worldwide	\$9.95 - \$21.95/month charged to a credit card. No contracts required.
WISP access	According to WISP end user subscription service charged directly to end user. Contractor collects about between \$3.00 to \$2.00 per day connect per WISP transaction which is then part of the Gross Receipts.
Internal Applications	No charge to City.

C. In addition to the foregoing services:

- (1) Contractor shall provide limited free Wi-Fi Internet connectivity through the Walled Garden Pages to travelers and other transient visitors in the public areas of the Terminal to certain web sites designated by the Department, such as the City and Airport web sites, airline web sites, local transportation and related public service sites; and
- (2) Contractor will provide free internet access via kiosks, which shall be installed in the public areas of the Terminal. The kiosks shall allow travelers and other transient visitors access to the internet for a time period set by the Department and shall have filters in place to control access to inappropriate web sites as specified by the Department. The contractor will provide installation, operation, maintenance, and internet service at no cost to the City. The City shall reimburse Contractor for the purchase price of each kiosk, not to exceed \$6000.00 per unit, in accordance to Section 9 of this contract.

- D. Contractor shall accept at least three (3) major credit cards from customers in payment for use of the System.

9. ADDITIONAL WORK

- A. In the event the City determines a need for the Contractor to perform additional work, including, but not limited to, extending the System to areas of the Airport not originally contemplated in **Exhibit C Scope of Work** ("Additional Work"), the City shall give written notice to Contractor. If the Contractor identifies a need for Additional Services, it shall promptly notify the City in writing. Within thirty (30) days of receipt of such written notice of the need for Additional Work, the Contractor shall present the City a written proposal, which shall include a detailed scope of work, schedule, special terms and conditions (if applicable), and a not-to-exceed cost. The parties will negotiate mutually agreeable terms, including compensation, for performing the Additional Work. Contractor shall commence performance of such Additional Work as soon as reasonably feasible after an Amendment to this Agreement has been executed by both parties, and the City has issued a written Authorization to Proceed.
- B. No claim for Additional Work performed or furnished by the Contractor will be allowed by the City except as provided herein, nor shall the Contractor perform any Additional Work unless such Additional Work is first requested and authorized in writing by the City. Any Additional Work furnished by the Contractor without such written City request and authorization first being given shall be at the Contractor's own risk, cost, and expense and Contractor hereby agrees and covenants that, without such written order, Contractor will make no claim for compensation for such Additional Work.
- C. Unless otherwise agreed in writing by the parties in the contract amendment authorizing the Additional Work, payment for Additional Work shall be made as follows:
- (1) The Contractor may submit invoices no more frequently than monthly for reimbursement of such Additional Work. Invoices shall be mailed to the Contract Manager at City of Department of Aviation, 3600 Presidential Blvd. Suite 411, Austin, Texas 78719. Invoices shall be itemized and must be accompanied by all necessary and appropriate supporting documentation reasonably requested by the City.
 - (2) All proper invoices received by the City will be paid within thirty (30) days of receipt. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which City may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - (a) third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - (b) failure of Contractor to pay contractors or vendors for labor, materials or equipment;

- (c) damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
 - (d) failure of the Contractor to submit proper invoices with all attachments and supporting documentation reasonably requested by the City; or
 - (e) failure of the Contractor to comply with any material provision of the Agreement.
- (3) The City is a municipal corporation and political subdivision of the State of Texas, and as such is exempt from payment of Texas sales and use taxes. The City shall provide Contractor with a tax exemption certificate.
 - (4) The City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to any claim for payment of additional costs under this Agreement. The Contractor shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit issues are resolved, whichever is longer. Contractor shall refund to the City any overpayments disclosed by any such audit, and City shall pay to the Contractor any underpayments disclosed by any such audit.

10. CONTRACTOR MANAGEMENT AND WORKERS

- A. Management. Contractor shall designate an experienced and qualified management-level employee to serve as Contractor's Project Manager during the installation and construction phase of this Agreement. The Project Manager shall be responsible for exercising general oversight and direction of Contractor's performance of the tasks in the Scope of Work. Specifically, the Project Manager will be available to the City to discuss and resolve any contractual issues that might arise during the term of the Agreement, shall participate regularly in conference calls or meetings for status reporting, and shall promptly respond to any inquiries on the status of System implementation by the City. The Project Manager shall timely submit to the City all necessary progress and task reports. The Project Manager will promptly inform the City of any problems encountered that might threaten the timely implementation of the System
- B. Personnel. Contractor and its subcontractors shall employ only orderly and competent workers, skilled in the performance of the services that they will perform under the Agreement. The Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the Airport, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. If the City or the Contract Manager reasonably determines that any Contractor worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated City rules and regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall, upon receipt of written notice, immediately remove such worker, or cause such worker to be removed, from work on the System, and such worker may not be employed again on this project without the City's prior written consent.
- C. Background Checks. All persons employed at the Airport, including contractor employees with access to restricted, secure or sterile areas of the Airport, are subject to criminal history background checks, and failure to pass the background checks will disqualify a person from

employment at the Airport. Contractor shall cooperate, and cause its existing and prospective employees and contractors to cooperate, with the City in conducting such background checks in accordance with Applicable Law.

11. INSTALLATION AND CONSTRUCTION OF THE SYSTEM

A. System Plans and Specifications. Before Contractor installs or constructs the System, or any part thereof, Contractor shall comply with the following requirements.

- (1) **Construction of System.** Contractor may not construct or install the System in whole or in part, or materially modify or demolish any improvements or infrastructure on the Assigned Areas without the prior written consent of the Director in accordance with the applicable provisions of the Airport Policies and Procedures for Design Review which is incorporated herein by reference, as such policies and procedures may be amended from time to time (the "Design Review Procedures"). The Design Review Procedures are, as of the Effective Date, posted at <http://www.ci.austin.tx.us/austinairport/downloads/dreppolicies2.pdf> on the City's Airport Website.
- (2). **Design/Construction Review.** To obtain the consent of the Director to installation or construction of the System, or the modification or demolition of the Assigned Areas, Contractor shall submit plans and specifications for such work to the Director for the Director's approval in accordance with the applicable provisions of the Design Review Procedures, as in effect at the time of such submittal. If the Director approves Contractor's preliminary plans and specifications, Contractor may proceed to finalizing the design, consistent with such approved plans and specifications, with such changes as may have been required as a condition of the Director's approval. The Director shall reasonably consider plans and specifications submitted by Contractor and shall respond in writing, approving, rejecting, or approving subject to conditions such plans and specifications as provided in the applicable provisions of the Design Review Procedures. It is agreed and understood that the review of plans and specifications by the Director is only for compliance with this Agreement, and not for architectural or engineering design; and that City assumes no liability or responsibility for the design, for any defect in the design, or in any work performed pursuant to such plans and specifications.
- (3) **City's Right of Inspection.** During the course of the modification, construction or demolition of the System, City and its architects, engineers, agents, and employees may enter upon and inspect the Assigned Areas for the purpose of inspecting the work for conformity with the requirements of this Agreement and the plans and specifications approved by City.
- (4) **As Built Plans.** Within ninety (90) days following completion of construction of the System, Contractor shall furnish City with (a) a certificate from Contractor's architect or engineer certifying that the work has been completed in accordance with the approved plans and specifications; (b) a complete set of Mylar, blue print and electronic as-built drawings in AutoCAD (current release) or equivalent program format acceptable to City of the System ("As Built Plans"); (c) a detailed listing of project costs including copies of invoices and proof of payment to establish the verified development cost of the System; (d) copies of all operation and maintenance manuals and warranties on the System or any component part thereof; and (e) a list

of all maintenance contractors and contracts for the System, or any part thereof. If Contractor does not provide As Built Plans within the designated period, Contractor shall pay to the City liquidated damages in the amount of Ten Thousand Dollars (\$10,000) to cover City's cost of obtaining the same. Contractor covenants that City may use all plans and specifications submitted by Contractor pursuant to this Agreement without payment to Contractor or any other person, for purposes relevant to and consistent with this Agreement.

B. Construction Standards. Construction or modification of improvements to the Assigned Areas must comply with the following requirements.

- (1) Improvements and modifications shall be constructed in a good and workmanlike manner, utilizing good industry practice for the type of work in question, and in compliance in all material respects with all Applicable Laws, including applicable building codes.
- (2) Improvements and modifications shall be designed and constructed in accordance with the applicable provisions of Austin-Bergstrom International Airport Design Guidelines, other applicable Airport rules and regulations, and Applicable Law
- (3) All plans, drawings and specifications, preliminary and final, shall be prepared by registered architects or engineers licensed to practice in the State of Texas.
- (4) After commencement, Contractor shall prosecute the authorized work with due diligence to its completion.

C. Permits, Insurance and Bonds. Contractor may not commence construction, installation, modification or demolition of the Facilities or any part thereof until:

- (1) All necessary permits, licenses, and approvals have been obtained.
- (2) Contractor has delivered to City for approval and City has approved certificates of insurance, in a form and for coverage amounts and with deductibles or self-insured retention amounts reasonably satisfactory to City, evidencing Contractor's construction contractor's "all risk" type Builder's Risk insurance coverage, Commercial General Liability Insurance coverage, Business Automobile Liability Insurance Coverage, and Workers' Compensation Insurance Coverage, as specified in **Exhibit E**. Contractor's insurance policies must be endorsed to name City as an additional insured, waive subrogation against City, and provide City not less than thirty (30) days' prior written notice of cancellation.
- (3) Contractor has delivered to City valid performance bond and payment bonds without expense to City. Said bonds shall be maintained and kept in full force and effect until the Commencement Date. The bonds shall be in a form, and issued by a surety licensed to transact business in the State of Texas, reasonably acceptable to City. The bonds shall be in a penal amount equal to the full amount of all contract(s) required for the construction, installation, modification or demolition relating to the System. The performance bond shall be for the protection of City, and ensure the full faithful and timely performance by Contractor or its contractors of the obligations to construct, install, modify, or demolish the System in accordance with the plans, specifications and contract documents. The payment bond shall guarantee the prompt payment by Contractor or its contractors to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any

contractor, subcontractor(s), and suppliers in the construction, installation, modification or demolition of the System, and shall protect City from any liability, losses, or damages arising therefrom.

- D. No Liens. Contractor shall be solely responsible for payment to all contractors and workers for all elements of installation, construction, or modification of the System or the Assigned Areas, and shall keep the Assigned Areas free and clear of all liens resulting from any such work thereon, or the furnishing of labor or materials, by or on behalf of Contractor. If any such lien is filed or asserted, Contractor shall promptly cause the same to be released within thirty (30) days, or shall post a surety bond for payment of such lien claims that causes the lien to be removed as an encumbrance on the Airport or any portion thereof. CONTRACTOR MAY CONTEST THE CORRECTNESS OR VALIDITY OF ANY SUCH LIEN, BUT SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS FROM ANY AND ALL SUCH LIEN CLAIMS.
- E. Removal and Demolition of System. Contractor shall not remove or demolish the System, in whole or in part, without the prior written consent of the Director.
- F. Default During Design and Construction. If Contractor defaults during the design or construction period of any improvements hereunder, the City shall have the right, which right shall be set forth in all contracts between the Contractor and its independent contractors and suppliers for work or materials relating to additions hereunder, to replace the Contractor with itself and to continue the contracts of the Contractor with said independent contractors and suppliers.
- G. Acceptance of System. Acceptance of the System by the City shall not constitute nor be deemed a release of the responsibilities and liability of the Contractor for the proper design construction and installation of the System, nor shall it be deemed to be an assumption of responsibility by the City for any defect, error or omission in the System.

12. RELOCATION OF ASSIGNED AREAS

The City may at any time relocate the Assigned Areas when necessary to accommodate the overall growth and development of the Airport or the Terminal. The need for such relocation shall be solely determined by the Director. If relocation becomes necessary, Contractor shall be offered a replacement area which is substantially equivalent in size and amenities. Should Contractor disagree with the replacement location, Contractor may, within ten (10) calendar days of receipt of the Director's written notice of impending relocation, provide written notice of objection to the Director. Upon such notice by Contractor, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved within thirty (30) days, the Director shall have the right to unilaterally decide the matter, and Contractor shall abide by the Director's decision, or Contractor may terminate this Agreement upon written notice to City. If City relocates the Assigned Areas during the term of this Agreement, the actual verifiable costs of relocation and disassembling the System components and re-assembling them on the new site shall be borne by the City. City shall not be liable, however, for any indirect, incidental, or consequential, costs incurred by Contractor as a result of such relocation, including, but not limited to, increased maintenance or operational cost, or loss of income, rentals or profits.

13. MAINTENANCE, REPAIRS AND UTILITIES

- A. Trash and Refuse. Contractor shall provide, at its sole expense, complete and proper arrangements for cleaning its work areas and proper handling of its trash and refuse.

Contractor shall procure and use suitable City approved, sealed, fireproof receptacles for trash and other refuse generated in the construction, installation, operation and maintenance of the System. Contractor shall comply with all Airport rules and regulations relative to trash disposal that may be made periodically.

B. Contractor's Maintenance and Repair Obligations. Contractor, at its sole expense, repair any damage to the Assigned Areas caused by the negligence or misconduct of Contractor, or its contractors, employees or invitees. Except for emergency repairs, all repairs must be approved in advance by the City. Repair work shall conform with Applicable Law and Airport rules and regulations. If Contractor refuses or neglects to timely undertake the maintenance, repair, or replacements required under this Article, or if such work is thereafter not diligently prosecuted to completion, the City shall have the right, but not the obligation, to make such repairs on behalf of and for Contractor. Contractor shall reimburse the City upon receipt of invoice for the City's cost thereof, including the City's administrative and overhead costs.

C. City's Maintenance and Repair Obligations. The City shall provide structural maintenance to the Terminal and the Telecommunications Building.

D. Utilities.

- (1) The City shall provide electric power needed to operate the System at no additional cost to Contractor; provided, however, that Contractor must pay for any upgrades or enhancement to the electric lines systems or capacity necessary for the operation of the System.
- (2) The City may, for the benefit of the Contractor, or for the benefit of others at the Airport, maintain the utilities within the Terminal and enter upon the Assigned Areas at all reasonable times (i) to make such repairs, replacements, and alterations as may, in the opinion of the Director, be deemed necessary or advisable, and (ii) to construct or install over, on, in, or under the Assigned Areas new utility systems, pipes, lines, mains, wires, conduits, ducts and equipment. In exercising its rights under this section, the City shall use reasonable efforts to minimize interference with Contractor's operations.
- (3) The City shall provide to the Assigned Areas, in the proper season and during reasonable business hours, heat, ventilation and air conditioning (HVAC). However, the City may require Contractor to install separate equipment for HVAC requirements specifically related to Contractor's operations. Such supplemental equipment shall be procured, installed and maintained by Contractor at its sole expense.
- (4) The City shall have no liability for blackouts, brownouts, or any other cessation, interruption, or failure of utilities.

14. RIGHT OF ACCESS AND INSPECTION

A. The City, and its agents, representatives or employees may, at any reasonable time during the Term of this Agreement enter upon and inspect the Assigned Areas, for the purpose of (1) determining compliance with the terms and conditions of this Agreement, (2) for the performance of any act which the City may be obligated or have the right to do under this Agreement, or (3) for any other purpose incidental to rights of the City.

- B. The City shall give reasonable notice prior to exercising its access and inspection rights under this Article, except in an emergency. The City shall use reasonable efforts to minimize the disruption to Contractor's business.
- C. Nothing in this Article shall operate to relieve Contractor of any of its duties or obligations hereunder, or impose any liability upon the City.

15. EMPLOYEE PARKING

During installation and construction of the System, the City shall make available to Contractor's project manager parking in a designated employee parking area at the Telecommunications Building, at no additional charge. Contractor's employees and contractors performing work in the Assigned Areas at the Terminal, or installing, maintaining or repairing the System at the Terminal, shall park in areas designed by the Director for contractor parking.

16. COMMUNICATIONS SERVICES

- A. **Voice, Data and Video Cabling.** City has installed a Premises Distribution System ("PDS"), consisting of copper and fiber optic cables, that spans the Airport campus. Contractor shall, at its sole expense, procure and install all equipment, conduit and other hardware necessary to connect the System to the PDS. Wiring will be installed by City at Contractor's expense. All external telecommunications providers shall terminate at the demarcation point located in the Airport's Communications Center. Contractor, and all persons occupying the premises at the Airport under Contractor, shall use the PDS. Contractor shall pay reasonable fees comparable to those levied for similar installations at Airport for its PDS connection(s).
- B. **Telephone and Wireless Services.** City has installed a Shared Telephone Service ("STS") telephone system to serve the airport campus. Telephone service is available through the STS to the Contractor and its sub-Contractors. Contractors may elect to install their own telephone and wireless services but those who do so must provide their own switches, instruments and other equipment necessary to interface via the PDS to the Airport telecommunications demarcation point located in the Airport Communications Center. A monthly fee for use of the PDS will be charged by City and paid by Contractor. All telephone service charges, including installation, maintenance, moves, adds, changes, long distance and local provider service shall be Contractor's sole responsibility. Contractor shall not enter into any telephone agreement which might impede City's plan to declare a Minimum Point of Entry, designate the demarcation point, or the implementation of STS.
- C. **Data Communications Service.** The PDS carries data transmission services throughout the Airport site. Contractor, at Contractor's expense, must provide all equipment necessary to connect to the PDS. All data transmission and switching equipment used must comply with City's specifications. Contractor shall pay the fees established by City for the use of the PDS for data transmission. STS shall include data transmission lines (Frame Relay, ISDN, and T1) or Contractor may choose to use the PDS to connect to an alternate provider at the demarcation point. All data communication service charges, including installation, maintenance, moves, adds, changes, shall be borne by Contractor.

- D. **Invoicing and Payment.** Contractor must apply for and sign the Airport Shared Telephone System Terms of Usage, attached hereto as **Exhibit F**. Contractor understands that it will be billed monthly for its PDS and STS charges.
- E. **Computer Networks.** Contractor shall, at its sole expense, procure, install and maintain all necessary or desired computer networks within the premises leased to Contractor, if any.

17. AIRPORT DEVELOPMENT

The City reserves the right to further develop or improve the Airport and the Terminal, land areas, and taxiways as it may see fit. The City will attempt to make those improvements in a manner that does not interfere unreasonably with the operations of Contractor authorized under this Agreement. Contractor expressly waives any and all claims for damages of any kind, including but not limited to, loss of revenues or profits as a result of the interruption of business of Contractor that may arise as a result of such improvements undertaken by the City.

18. INSURANCE REQUIREMENTS

- A. Contractor shall, at its cost and expense, throughout the Term obtain and maintain in full force and effect the policies of insurance applicable to Contractor's services hereunder as described on **Exhibit E**, attached hereto and incorporated herein for all purposes. Insurance provided by Contractor shall be primary coverage for all covered losses.
- B. City may at any time when it deems necessary and prudent, upon written request to Contractor, propose to delete or revise or modify particular policy terms, coverages, conditions, limitations, or exclusions except where policy provisions are established by Applicable Law binding upon either of the Parties hereto or the underwriter on any such policies. If City proposes such changes to the insurance requirements of this Agreement, the Parties agree to meet and negotiate in good faith mutually acceptable modifications to the insurance requirements.
- C. No changes to the insurance requirements of this Article shall be effective unless made in a duly authorized and executed amendment to this Agreement.
- D. In the event that Contractor fails to obtain or cause to be obtained or to maintain or cause to be maintained the insurance coverage required by this Article, City, upon thirty (30) days prior notice to Contractor may (but shall not be obligated to) obtain or maintain or cause to be obtained or maintained the required insurance policies and pay or caused to be paid the premiums on the same. All amounts so advanced by City on Contractor's behalf shall be reimbursed to City by Contractor.

19. INDEMNITY AND LIMITATION OF LIABILITY

- A. **Indemnity.** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER ("CLAIMS"), TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, CONTRACTORS, SUCCESSORS OR ASSIGNS, (COLLECTIVELY THE "CONTRACTOR PARTIES") (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE CONTRACTOR PARTIES IN THIS AGREEMENT

OR IN CONTRACTOR'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE CONTRACTOR PARTIES IN CONNECTION WITH THIS AGREEMENT, THE OPERATION OF THE SYSTEM, OR THE USE OF THE ASSIGNED AREAS OR THE AIRPORT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE, WITHOUT LIMITATION, CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKER'S COMPENSATION CLAIMS. CONTRACTOR'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCLUDED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

The City shall give Contractor written notice of a Claim asserted against an Indemnified Party. Contractor shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right, but not the obligation, to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Contractor of any obligations hereunder. In no event may Contractor admit liability on the part of an Indemnified Party without the prior written consent of the City Attorney.

Maintenance of the insurance required under this Agreement shall not limit Contractor's obligations under this Article. Contractor shall require all subContractors to indemnify the City to the same extent as provided in this Article.

- B. Waiver of Consequential Damages. EACH PARTY HEREBY WAIVES ALL RIGHTS TO RECOVER CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES FROM THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, CLAIMS OF THE OTHER PARTY'S CUSTOMERS, CONTRACTORS, AND CONTRACTORS, AND OTHER SIMILAR CLAIMS OR DAMAGES.
- C. Claims Against Contractor. If a claim, demand, suit, or other action is made or brought by any person against the Contractor arising out of or concerning this Agreement, the System, or the use of the Assigned Areas, the Contractor shall give written notice thereof, to the City within two (2) working days after being notified of such claim, demand, suit, or action. Such notice shall enclose a true copy of all written claims. If the claim is not written, or the information is not discernable from the written claim, Contractor shall state the date of notification of any such claim, demand, suit, or other action, the names and addresses of the person asserting such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding, and the name of any person against whom such claim is being made. The notice shall be given to the Director as provided herein, and to the Austin City Attorney, City Hall, 301 West 2nd Street, Austin, Texas 78701.

20. TAXES

- A. Taxes. Contractor will pay, or cause to be paid, all ad valorem, use and occupancy, and occupation taxes, excises, levies, assessments, and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind which are assessed, levied, or imposed from and after the Effective Date by any public or quasi-public authority (collectively "Taxes") upon or with respect to (i) the personal property or fixtures of Contractor, or (ii) the income received by or for the account of Contractor from the Concession or for any use or occupation of the Assigned Areas as and when they become due. Contractor shall deliver to City evidence of timely payment of all Taxes, upon request.

- B. Tax Contest. Contractor may, at Contractor's expense, contest the validity or amount of any Tax for which Contractor is responsible, in which event, the payment thereof may be deferred, as permitted by Applicable Law, during the pendency of such contest, if diligently prosecuted. Nothing herein contained, however, shall be construed to allow any Tax to remain unpaid for such length of time as would permit the System or any part thereof, to be sold or seized by any Governmental Authority for the nonpayment of the same. If at any time, in City's reasonable judgment, it shall become necessary to do so, Contractor shall, at City's written request, under protest if so determined by Contractor, pay such amount of the Taxes as may be required to prevent a sale or seizure of the System or foreclosure of any lien created thereon by such item. Contractor shall promptly furnish City with copies of all proceedings and documents with regard to any tax contest, and City may, at its expense, participate therein.

21. PROHIBITED ACTS AND UNUSUAL RISKS

Contractor shall not:

- A. Commit any nuisance on the Assigned Areas, or any other portion of the Airport, or do or permit to be done anything that may result in the creation or commission of such nuisance.
- B. Cause or produce or permit to be caused or produced upon the Assigned Areas or upon any other portion of the Airport or to cause to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors, or odors;
- C. Permit to be used or use the Assigned Areas for any illegal purpose or for any purpose not expressly authorized hereunder;
- D. Do or permit to be done anything which will interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the Assigned Areas or elsewhere, or do or permit to be done anything which may interfere with free access and passage in the Terminal or in the streets and sidewalks adjacent thereto;
- E. Do or permit to be done any act or thing upon the Airport which will invalidate or conflict with any fire insurance policies covering the Airport or any part thereof or which, in the opinion of the Director may constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated herein and elsewhere at the Airport;

22. ENVIRONMENTAL COMPLIANCE

Contractor shall strictly comply with all Federal, State, City, and local statutes, laws, ordinances, rules and regulations, now or hereafter in effect, and as amended from time to time, related to pollution or the protection of the environment, including those related to emissions, discharges, releases or threatened releases of or the use, handling, treatment, storage, discharge, disposal, or transportation of hazardous materials or toxic substances ("Environmental Laws") applicable to Contractor or this Concession. Contractor shall comply with all Airport Environmental Policies/Procedures including the Storm Water Pollution Prevention Plan and Spill Response Plan ("SWPPP") which on the Effective Date is posted on City's website at www.ci.austin.tx.us/austinairport/swppp.htm, and is incorporated herein by reference. Contractor shall not knowingly use, store, generate, treat, transport or dispose of any hazardous, toxic, or regulated substances or waste on or near the Airport except in strict compliance with applicable Environmental Law, and without first obtaining prior written approval from the Director and obtaining all required permits and approvals from all authorities having jurisdiction over Contractor's operations. Contractor shall promptly notify the City of any spills, releases, or other discharges of hazardous, toxic or regulated substances by Contractor at the

Airport and promptly abate, remediate, and remove any the same in accordance with applicable Environmental Laws. Contractor shall provide the City with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport or the Assigned Areas, or any alleged material noncompliance with Environmental Laws by Contractor at the Airport within ten (10) days after such documents are generated or received by Contractor. IN ADDITION TO ANY OTHER INDEMNITIES IN THIS AGREEMENT, CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL CLAIMS (INCLUDING REASONABLE ATTORNEY'S FEES, LITIGATION AND INVESTIGATION EXPENSES, AND COURT COSTS) TO THE EXTENT ARISING OUT OF OR RESULTING FROM CONTRACTOR'S USE, HANDLING, TREATMENT, STORAGE, DISPOSAL, DISCHARGE, OR TRANSPORTATION OF HAZARDOUS, TOXIC OR REGULATED SUBSTANCES ON THE ASSIGNED AREAS OR AT THE AIRPORT, THE VIOLATION OF ANY ENVIRONMENTAL LAW BY CONTRACTOR PERTAINING TO ITS USE OR OCCUPANCY OF THE ASSIGNED AREAS, OR THE FAILURE OF CONTRACTOR TO COMPLY WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS ARTICLE. The rights and obligations set forth in this paragraph shall survive the termination of this Agreement.

23. CONTRACTOR'S RIGHT TO FINANCE

To secure financing, subject to compliance with the provisions of this Section, Contractor may collaterally assign to such lender Contractor's rights and obligations under this Agreement. Contractor shall provide to City the name and notice address of the lender together with true copies of the loan documents, including, as applicable, deeds of trust, mortgages, security agreements, and promissory notes, within ten (10) days after execution by Contractor. No lien upon, or assignment of, this Agreement shall encumber, subordinate or affect in any way the interest of City under this Agreement or the Assigned Areas except as expressly provided herein. The loan documents shall be consistent with this Lease. Contractor shall provide a complete copy of the loan documents to City no later than ten (10) days after their execution. Upon written request from Contractor, City agrees to reasonably subordinate its statutory and contractual landlord's liens on the System or Contractor's personal property, equipment and trade fixtures to the lien of a lender providing financing to Contractor, consistent with the terms of this Lease.

24. ASSIGNMENT, TRANSFER AND SUBLETTING

- A. Except as explicitly authorized in this Section or Section 23 CONTRACTOR'S RIGHT TO FINANCE, Contractor shall not assign, sublet, sell, convey, transfer, mortgage or pledge this Agreement or any part thereof without the Director's prior written consent. Any restrictions, which form a part of any written consent granted, shall be incorporated into a written instrument and shall form a part of this Agreement. Due to the significance of this Agreement and the nature of the services to be provided hereunder, the Director shall have the right in his sole discretion, to withhold his consent. Contractor shall not use, or permit any person to use, the Assigned Areas, improvements thereon, or any portion thereof, except for the purposes as provided in this Agreement.
- B. Any assignment, transfer, sublease, pledge, or hypothecation without first obtaining the Director's written consent shall not be binding upon the City, but shall be a material event of default by Contractor.

25. CONTRACTOR DEFAULT AND CITY REMEDIES

- A. Contractor Defaults. Each of the following events shall be a Contractor Default:

- (1) Contractor fails to timely pay when due the City the Concession Fees or any other amount due and payable under this Agreement, and such failure continues for ten (10) days after the date of receipt of written notice from the City.
- (2) Contractor ceases to operate the System at the Airport, or any substantial part thereof, and such failure continues for ten (10) days after the date of receipt of written notice from the City, unless the failure is caused by the City or excused by Force Majeure
- (3) Contractor shall fail to pay when due any taxes, assessments, or utility charges when due, or fails to deliver to the City evidence of payment thereof, and such failure shall continue for thirty (30) days after delivery to Contractor of written notice, subject to Contractor's right to contest the amount of such taxes;
- (4) Any interest of Contractor hereunder is levied under execution.
- (5) Contractor makes any assignment of its property for the benefit of Creditors, or files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it which is not discharged within ninety (90) days from the date of filing.
- (6) Contractor fails to perform any of its material obligations under this Agreement, other than a failure to pay Concession Fees or other amounts due the City, and such failure continues for thirty (30) days after receipt of written notice from the City; provided, however, the cure period shall be extended if the failure is curable, but not reasonably capable of being cured within such thirty day period, and Contractor promptly gives the City written notice of its intent to cure and thereafter commences to cure the failure within such thirty day period, and diligently pursues the cure to successful completion within a period not to exceed ninety (90) days from receipt of the notice of default.
- (7) Contractor falsifies or makes a material misrepresentation in the Proposal, or on any report required to be made by Contractor under this Agreement or Applicable Law.

B. Remedies upon Contractor Default. If a Contractor Default occurs, City may at any time thereafter and without waiving any other rights hereunder or available to City at law or in equity (City's rights being cumulative), do any one or more of the following:

- (1) City may terminate this Agreement by giving Contractor written notice thereof, in which event this Agreement and the rights and privileges hereby created and all interest of Contractor, and all parties claiming by, through, or under Contractor, to the Assigned Areas shall automatically terminate upon the effective date of such notice; and City, its agents or representatives, may, without further demand or notice, reenter and take possession of the Assigned Areas and remove all persons and property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Concession Fees or existing breaches hereof.
- (2) City may terminate Contractor's right to possession of the Assigned Areas without terminating this Agreement or the rights and privileges created hereby, reenter and take possession of the Assigned Areas, with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Concession Fees or existing breaches hereof. If City elects to proceed under this Section, it may at any time thereafter elect to terminate this Agreement.

- (3) City shall have the right, but not the obligation, without judicial process and without incurring any liability therefor, enter upon the Assigned Areas and perform any obligation that Contractor has failed to perform. Performance by City shall not cure the Contractor default, and all costs and expenses incurred by City, including the City's overhead and administrative expenses, in performing such obligations of Contractor shall be paid to the City upon demand.
 - (4) City may exercise any other right or remedy available to City under this Agreement, or at law or in equity.
 - (5) In the event of the occurrence of a Contractor Default under Section A(2) of this Article, in addition to all other available rights or remedies, the City shall have the right (but not the obligation) to take over the operation of the System and the Assigned Areas either by itself or through others until such time as Contractor either cures the default, or the Agreement is terminated.
- C. Contractor Liability Continues. Termination of this Agreement under this Article shall not relieve Contractor of its liability and obligations under this Agreement and such liability and obligations shall survive any such expiration or termination.

26. CITY DEFAULT AND CONTRACTOR REMEDIES

- A. City Default. The City shall be in default under this Agreement in the event the City fails to substantially perform any material term, covenant or condition of this Agreement, and such default is not cured by the City within thirty (30) days after receipt of written notice from Contractor; provided, however, the cure period shall be extended if the failure is curable, but not reasonably capable of being cured within such thirty day period, and the City promptly gives the Contractor written notice of its intent to cure and thereafter commences to cure the failure within such thirty day period, and diligently pursues the cure to successful completion within a period not to exceed ninety (90) days from receipt of the notice of default.
- B. Contractor Remedies. Upon the occurrence of a City Default, Contractor may, in addition to other rights or remedies available under Applicable Law, terminate this Agreement by giving written notice thereof to the City at least thirty (30) days in advance of the date upon which termination is to be effective.
- C. Contractor's Right to Terminate for Other Events. Provided that Contractor is not itself in default under this Agreement, Contractor may terminate this Agreement upon the happening of any one or more of the following events by giving the City written notice at least thirty (30) days prior to the effective date of termination:
 - (1) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereto, in such a manner as to substantially restrict Contractor for a period of at least ninety (90) days from operating thereon.
 - (2) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
 - (3) The complete destruction of the Assigned Areas and the City's failure to replace said space in accordance with Article 28.

(4) The permanent abandonment of the Airport by the City.

- D. Contractor's Remedies for Termination Due to Other Events. In the event Contractor terminates this Agreement under Sections B or C of this Article, Concession Fees due hereunder shall be payable only to date of termination. Upon such termination, as Contractor's exclusive remedy, the City shall pay to an amount equal to Contractor's unamortized capital cost for the design, construction and installation of the System depreciated in a straight line basis over the term of this Agreement.

27. REDELIVERY OF PREMISES

- A. Upon expiration or termination of this Agreement, Contractor shall quit and deliver up the Assigned Areas to the City peaceably, quietly and in as good order and condition as the same now exist or as may be hereafter improved by Contractor or the City; reasonable use and wear thereof excepted. The City shall have a lien on all equipment or personal property of Contractor in the Assigned Areas as security for payment for any sums due the City hereunder.
- B. Contractor shall have the right at any time during the Term of this Agreement, or any renewal, or extension hereof, and for thirty (30) days after the termination hereof, to remove its equipment or personal property situated on the Assigned Areas subject, however, to any valid lien which the City may have thereon for unpaid fees or charges. However, Contractor may not remove the System in whole or in part without the prior written consent of the Director.
- C. Upon expiration or termination of this Agreement, Contractor shall promptly return all keys and other means of access to the Assigned Areas.

28. DAMAGE OR DESTRUCTION

- A. Damage to the Terminal. If the Terminal or Telecommunications Building is damaged and such damage is capable of being repaired within six (6) months, the City shall use reasonable commercial efforts to repair such damage at its own expense.
- B. Unrepairable Damage. If either the Terminal or Telecommunications Building, or both, are completely destroyed by fire, explosion, Act of God, the public enemy or other casualty, or so damaged as to be unuseable and incapable of being repaired within six (6) months, the City shall be under no obligation to repair or reconstruct the same. If such damage or destruction is not repaired or restored within twelve (12) months after such damage or destruction, either party may terminate this Agreement upon written notice to the other party.
- C. Damage to Premises. If any of the equipment, wiring, or personal property owned by Contractor in or at the Assigned Areas are damaged or destroyed by fire, explosion, Act of God, the public enemy or other casualty, Contractor shall repair or replace the same with due diligence at its own cost and expense. Such replacements or repairs shall be equivalent to or better in quality than the equipment and property so destroyed or damaged. This paragraph shall not be applicable, however, if the City is not obligated and elects not to rebuild pursuant to this Article. If Contractor fails to repair or replace such damaged equipment and property subject to a schedule approved by the City, unless this Agreement has been terminated the City may make such repairs or replacement and recover from Contractor the cost and expense of such repair or replacement, including the City's overhead and administrative cost.

- D. Protection of Premises. The City shall not responsible to protect or insure Contractor's property in the Assigned Areas against loss by fire or other casualty; such responsibility being solely that of Contractor.

29. DISPUTE RESOLUTION

- A. Should any dispute arise between the parties to this Agreement, then City and Contractor agree to negotiate prior to prosecuting a suit for damages. However, this Article does not prohibit (1) a party from terminating this Agreement or exercising any right or remedy for a default by the other party other than a suit for damages, or (2) the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within ten (10) days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of such a meeting and any subsequent meeting with respect to such a dispute shall be to attempt in good faith to negotiate a resolution of the dispute. If, within twenty (20) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, the parties may, by written notice to the other party given within ten (10) days from the expiration of such twenty (20) day period, proceed directly to non-binding mediation as described below.
- B. If the efforts to resolve such dispute through negotiation fail within the period set forth in Section A of this Article, or City and Contractor each waive the negotiation process, the parties may select, within twenty (20) days from the date of the Request for Mediation or mutual waiver of negotiation, as applicable, a mediator trained in mediation skills to assist with resolution of the dispute. The parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within twenty (20) days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The mediation shall take place in Austin, Texas. The parties agree to participate in mediation in good faith for up to thirty (30) days from the date of the first mediation session. The parties shall share the costs of the mediator equally. In the absence of a separate written agreement to the contrary, the results of this mediation shall not be binding on either of the parties.
- C. Notwithstanding the existence of any dispute between the parties, to the extent commercially feasible under the terms of this Agreement, each party shall continue to perform its obligations under this Agreement during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

30. NON-DISCRIMINATION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- A. Agreement subject to Title 49 CFR Part 23. This Agreement is subject to the requirements of the U.S. Department of Transportation's Airport Concession Disadvantaged Business Enterprise Program Regulations set forth in Title 49 CFR Part 23 ("Part 23"). Contractor agrees (a) that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by Part 23; and (b) to include the above statements in any

subsequent concession agreement or contract covered by Part 23 that it enters and cause those business to similarly include the statements in further agreements.

- B. ACDBE Requirements. In accordance with Part 23, the City has implemented an Airport Concession Disadvantaged Business Enterprise ("ACDBE") plan ("City ACDBE Plan") under which qualified firms may have the opportunity to operate an Airport concession. If Contractor submitted to the City an ACDBE Compliance Plan ("Compliance Plan") concerning the ACDBE firms that will participate in this Concession, such Compliance Plan is incorporated herein by reference. Contractor shall comply with the provisions of Part 23, the City ACDBE Plan and the Compliance Plan. Contractor shall not employ any subcontractor or subContractor except as provided in the Compliance Plan, and shall not substitute any subcontractor or subContractor identified in the Compliance Plan unless the substitute has been approved by the City in accordance with the City ACDBE Plan. Contractor shall timely submit to the City all reports required under Part 23 or the City ACDBE Plan to demonstrate Contractor's compliance with its Compliance Plan.
- C. Nondiscrimination and Affirmative Action. Contractor, for itself, its successors and assigns, as a part of the consideration of this Agreement, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said premises and improvements; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to unlawful discrimination; (3) that Contractor shall use the Airport facilities in compliance with all other requirements imposed by, or pursuant to, 49 CFR Part 21 (Non-discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended; and (4) Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Non-discrimination Airport in Aid Program, to ensure that no person shall on the grounds of race, color, religion, national origin or ancestry, sex, age, or physical or mental handicap be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in Chapters 5-3 and 5-4 of the Austin City Code. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Section. Contractor assures that it will require that any covered subtenant similarly will undertake affirmative action programs and that the subtenant will require assurance from the subtenant's sub-subtenants, as required by 14 CFR Part 152, Subpart E, to the same effect. Contractor agrees to post, in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- D. Public Accommodation Laws. To the extent applicable, Contractor covenants that it will comply fully with applicable laws, regulations and building codes governing nondiscrimination in public accommodations and commercial facilities, including without limitation the requirements of the Americans with Disabilities Act and all regulations thereunder, and that the any premises leased to Contractor shall remain in compliance throughout the Term of this Agreement.

31. LAWS, AGREEMENTS AND GRANT CONDITIONS

- A. Compliance with Applicable Law. Contractor shall comply with all Applicable Laws governing Contractor, or the operation of its Concession.
- B. Minimum Wages. Contractor will pay wages to persons employed in the operation of its Concession that are not less than the minimum wages required by Applicable Law.
- C. Living Wages and Benefits.
- (1) Contractor shall pay all Contractor employees directly assigned to providing the Services under this Agreement a living wage established by the City. Currently, the minimum wage for City employees is \$10.90 per hour.
 - (2) Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this Agreement. Proof of the health care plan shall be provided prior to execution of this Agreement.
 - (3) Contractor shall provide a signed certificate substantially in the form attached hereto as **Exhibit H**, certifying that all employees directly assigned to this Agreement will be paid a minimum living wage equal to or greater than \$10.90 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing the Services including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Agreement.
 - (4) The Contractor shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
 - (5) Contractor shall provide with the first invoice and as requested by the City's Contract Manager, individual Employee Certifications for all employees directly assigned to providing the Services substantially in the form attached hereto as **Exhibit H**. Employee Certifications shall be signed by each employee directly assigned to providing the Services.
 - (6) Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement.
 - (7) The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review FLSA employee records identified in subsection C.(4) above to verify compliance with this provision.
- D. Nonexclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Applicable Law.
- E. Airport Security. Contractor shall comply with and cause its subcontractors employees, and agents to comply, with the Airport Security Plan, and all present and future laws, rules, regulations, or ordinances promulgated by the City, or the Federal Aviation Administration, Transportation Security Administration, or other governmental agencies related to the security of the Airport, including, without limitation, the Transportation Security Regulations set forth in 49 CFR Chapter XII. Contractor shall be responsible, and accountable to the

City, for any Airport Security Badge or other Airport access media issued to an agent, officer, or employee of Contractor, or of any contractor employed by Contractor. Access media is the property of the Department, and must be returned to the Department immediately upon termination of employment. Contractor must immediately report to the Department when any person employed by Contractor, or of any contractor employed by Contractor who has been issued Airport access media terminates their employment. CONTRACTOR SHALL BE SOLELY AND FULLY RESPONSIBLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY FINES OR PENALTIES IMPOSED ON THE CITY AS A RESULT OF, ANY BREACH OF AIRPORT SECURITY BY CONTRACTOR, OR ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, ASSIGNS AND SUPPLIERS.

- F. Grant Assurances. This Agreement is subject to the provisions of any agreement made between City and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the FAA's Airport Improvement Program, or in order to impose and use passenger facilities charges under 49 U.S.C. Section 40117 or any successor thereto.
- G. Amendment. In the event that the FAA, TSA, or other Governmental Authority of competent jurisdiction, shall require any modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport to use or impose Passenger Facility Charges, or if it is necessary to modify this Agreement to comply with the requirements of Applicable Law, including regulations, orders and decisions of the FAA or TSA, City shall notify Contractor in writing. If the Parties are unable to agree upon and execute a suitable amendment within the time frame required by the governmental authority, Contractor agrees that City may unilaterally modify this Agreement, upon advice of its legal counsel, as may reasonably be required to obtain such funds or comply with law. Nothing herein shall preclude Contractor from contesting such orders or decisions, but Contractor shall abide by the unilateral modification by City until such time if any as such governmental authority's order or decision is stayed, rescinded or invalidated as long as such stay, rescission or invalidation remains in effect. In no event will Contractor be required, pursuant to this subsection, to pay Concession Fees greater than specified herein.

32. FORCE MAJEURE

The failure of a party to perform its obligations hereunder shall be excused to the extent, and for the period of time, such failure is caused by the occurrence of an event of Force Majeure. Force Majeure shall mean acts and events not within the control of the party claiming suspension, and which that party has been unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure include, without limitation: Acts of God; strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil disturbances, wars, riots or insurrections; landslides, lightning, earthquakes, fires, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to machinery. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due

diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require a party to settle a strike or other labor dispute against its will.

33. CONFIDENTIALITY

- A. Except as permitted hereby or by Applicable Law, including the Texas Public Information Act, the City agrees it will not disclose Confidential Information supplied to it by the Contractor to any person other than City officers, employees, or representatives who have a need for such information. "Confidential Information" means technical, financial, or business information or data clearly marked or designated as "Confidential" or "Proprietary" and furnished to the City by the Contractor under this Agreement; excluding, however (a) information that is or becomes generally available to the public other than as a result of a disclosure by the City; (b) information that was already known to the City prior to the effective date of this Agreement; (c) information that becomes known to the City prior to being furnished to the City by the Contractor if, to the best of the City's information and belief, the source of the information was not subject to any prohibition against transmitting the information to the City; or (d) information that made public through no fault of City.
- B. If the City is requested or required to disclose any Confidential Information, the City will promptly notify the Contractor in writing of such request or requirement so that the Contractor may take such actions as are available under Applicable Law to protect its confidentiality interests.
- C. Written Confidential Information, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the City, will be returned to the Contractor upon the Contractor's request. Confidential Information included in analyses, compilations, studies or other documents prepared by or for the City, oral Confidential Information and written Confidential Information not so requested or returned will be held by the City and kept confidential, or destroyed.

34. NOTICES AND CONTRACT MANAGEMENT

- A. Notices. Any notice required to be given hereunder must be in writing and shall be given by (a) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section; (b) hand delivering the same to the party to be notified; or (c) overnight courier of general use in the business community of Austin, Texas. Notice given in accordance with this section shall be deemed delivered and effective on the earlier of actual receipt or three calendar-days next following deposit thereof in accordance with the requirements above. A party may, by giving written notice to the other, change the address at which its notices are to be delivered.

Notices to the City shall be sent to the following address:

Executive Director of Aviation
Austin-Bergstrom International Airport
3600 Presidential Blvd., Suite 411
Austin, Texas 78719

Notice to Contractor shall be sent to the following address:

Vice President of Airport Marketing
Concourse Communications Group LLC
200 West Madison Street, Suite 2830

Chicago, Illinois 60602

- B. Contract Manager. The Airport Information Systems Manager, Austin-Bergstrom International Airport, 3600 Presidential Blvd., Suite 411, Austin, Texas 78719, telephone (512) 530-6336, will act as the contact point between the City and Contractor, and is designated as the Contract Manager for the City. The Contract Manager shall be authorized to act on behalf of the City to organize, schedule, coordinate work processes, and review and approve work projects for this Agreement. The Contract Manager shall endeavor to resolve questions, expedite decisions, and facilitate the review of work performed in a timely fashion.

35. MISCELLANEOUS

- A. Approvals, Consents and Notices. All approvals, consents and notices called for in this Agreement must be in writing and signed by the party to be charged.
- B. National Emergencies. This Agreement shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.
- C. Relationship of Parties. Contractor is, and shall be, an independent contractor hereunder and shall control all ways, means and details incident to the performance of its obligations under this Agreement. Except as expressly stated herein, nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. Contractor's employees are not employees of the City, are not subject to the personnel policies of the City, and do not participate in the benefits which accrue to City employees.
- D. Jurisdiction and Venue. This Agreement is made under and shall be governed by the laws of the State of Texas. Any and all disputes arising under this Agreement, which cannot be administratively resolved, shall be determined according to the laws of the State of Texas, without regard to conflicts of laws principles. Venue for any such dispute, either administrative or judicial, shall be proper and lie exclusively in Travis County Texas.
- E. Gratuities. The City may terminate this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any City official or employee with a view toward securing favorable treatment with respect to the performance of this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover from Contractor the amount of the cost incurred by Contractor in providing such gratuities.
- F. Prohibited Interests. No member, officer, or employee of the City during his or her tenure, and for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or its proceeds.
- G. Nonwaiver of Rights. No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept and observed by the other party.

- H. Severability of Provisions. If any provisions of this Agreement are held invalid, illegal, or unenforceable, such provisions shall be severed and the remainder shall remain in force and effect and construed to conform to the intent of the parties.
- I. Liability of Agents and Employees. No member, officer, agent, director or employee of the City or Contractor shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.
- J. Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the authorized successors and assigns of the parties hereto where permitted by this Agreement.
- K. Warranty of Authority. Each party warrants and represents to the other that the person signing this Agreement on its behalf has been duly authorized and empowered to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of such party, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditor's rights, or with respect to the City, governmental immunity under the Constitution and laws of the State of Texas, or. Contractor shall furnish to the Director certified copies of resolutions of the Directors, By-laws, or other evidence of authority within thirty (30) days from the date of execution hereof.
- L. Time of the Essence. Time is of the essence in this Agreement.
- M. Reservation of Immunities. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CITY WAIVES ITS RIGHTS TO ASSERT SOVEREIGN OR GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY FOR CONTRACT CLAIMS ASSERTED BY CONTRACTOR SEEKING THE REMEDIES SET FORTH IN ARTICLE 26 OF THIS AGREEMENT. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, CITY DOES NOT WAIVE, AND EXPRESSLY RESERVES, ALL IMMUNITIES EXISTING UNDER APPLICABLE LAW AVAILABLE TO CITY AS A TEXAS HOME-RULE MUNICIPAL CORPORATION. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE FOREGOING WAIVER IS A LIMITED AND NOT A GENERAL WAIVER, AND THAT ITS EFFECT IS LIMITED TO SPECIFIC CONTRACT CLAIMS UNDER THIS AGREEMENT.
- N. Entire Agreement.
- (1) This instrument contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement. It is further understood and agreed by Contractor that the City and its agents have made no representations or promises with respect to this Agreement, except as expressly set forth herein, and that no claim or liability or cause for termination shall be asserted by Contractor against the City, and the City shall not be liable by reason of the breach of any representations or promises not expressly stated in this Agreement.
 - (2) The City and Contractor are the only parties to this Agreement and as such are the only parties to enforce its terms. Nothing in this Agreement gives, or shall be construed to give or provide, any benefit, direct or indirect, to third parties unless a third party is expressly described as an intended beneficiary of its terms.
 - (3) The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits hereto, and have sought and received whatever advice needed for them to form a full and complete understanding of all rights and obligations herein. The exhibits to this Agreement are as follows:

Exhibit A - Assigned Areas

Exhibit B - Coverage Area

Exhibit C - Scope of Work

Exhibit D - Excerpts from ABIA Design and Development Guide

Exhibit E - Insurance Requirements

Exhibit F - ABIA Shared Tenant Services Terms of Usage

Exhibit G - Living Wage Certificates

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the 30th
day of ~~September~~, 2008 (the "Effective Date").
December

CITY OF AUSTIN

Approved as to form
Assistant City Attorney

By: *Byron E. Johnson, Jr.*
Name: *Byron E. Johnson, Jr.*
Title: *Marketing Officer*

CONCOURSE COMMUNICATIONS GROUP, LLC

By: *[Signature]*
Name: *Orlando Saez*
Title: *VP Airport Marketing*

EXHIBIT A
ASSIGNED AREAS

Preliminary Closet Information

Mezz Level

<u>TFAH Name</u>	<u>TFAH Location</u>	<u>Antenna Location</u>	<u>Feed Hub</u>	<u>Material Installation Notes</u>
TFAH-4521-M	RM 4521/H418	M-1, M-2, M-3 M-4 Designate d (fig. 2)		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-4403-M	RM 4403/E407	M-5, M-6, M-7, M-8 Designate d (fig. 2)		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-4341-M	RM 4341A/C402	M-9-M-10, M-11,M- 12 Designate d (fig2)		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed

Concourse Level

<u>TFAH Name</u>	<u>TFAH Location</u>	<u>Antenna Location</u>	<u>Feed Hub</u>	<u>Material Installation Notes</u>
TFAH-3034-C	RM 3034/A1308	C-1, C-2, C-3, C-4 (Fig3)		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-3133-C	Rm 3133/A304	C-5, C-6 C-7,C-8 (FIG3)		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed

TFAH-3357-C	RM 3357/D316	C-9, C-10 C-11,C-12 (FIG 3)		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-3520-C	RM 3520/D315	C-13, C-14 C-15,C-16 (FIG 3)		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-3719-C	RM 3719/K306	C-17, C-18 C-19,C-20 (FIG 3)		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed

Apron Level

<u>TFAH Name</u>	<u>TFAH Location</u>	<u>Antenna Location</u>	<u>Feed Hub</u>	<u>Material Installation Notes</u>
TFAH-2737-A	RM 2734/K207	A-1, A-2 A-3,A-4		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-2561-A	RM 2561/H204	A-6, A-7 A-8,A-9		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-4254-A	RM 2454/F202	A-10, A-11 A-12,A-13		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-2106-A	RM 2106/A204	A-14, A-15 A-16,A-17		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed

Baggage level

<u>TFAH Name</u>	<u>TFAH Location</u>	<u>Antenna Location</u>	<u>Feed Hub</u>	<u>Material Installation Notes</u>
				(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-1835-B	RM 1835/D113	B-1,B-2 B-3,B-4		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-1479-B	RM 1479/F106	B-5,B-6 B-7,B-8		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed (1/2 frame needed for rf/fiber slave equipment)
TFAH-1859-B	RM 1859/H110	B-9,B-10 B-11,B-12		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed

Outbuildings

<u>TFAH Name</u>	<u>TFAH Location</u>	<u>Antenna Location</u>	<u>Feed Hub</u>	<u>Material Installation Notes</u>
TFAH-8220-M	RM-143 (MAINTENANCE BLDG)	M-1,M-2 M-3,M-4		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed

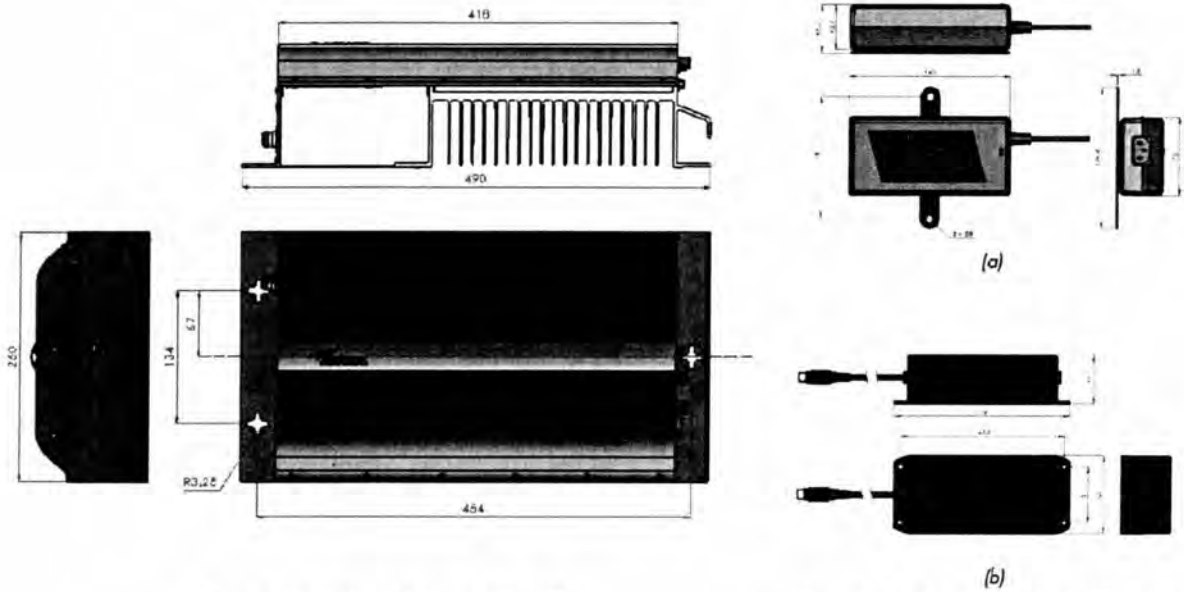
TFAH-6005-E	RM-159 (ENGINEERING AND PLANNING BLDG)	E-1,E-2 E-3,E-4		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed
TFAH-2210	RM-302 (COMM BLDG)	C-1,C-2 C-3,C-4		(1) TFAH w/power supply (fig 1) (Wall Mounted) (1) Cisco 2940 switch (4) Ethernet Poe injectors Total of 8" of rack space needed

Head-end building

1101

<u>TFAM Name</u>	<u>TFAM Location</u>	<u>Antenna Location</u>	<u>Feed Hub</u>	<u>Material Installation Notes</u>
n/A	n/A	n/A		2 FRAMES

Fig. 1



**EXHIBIT B
COVERAGE AREAS**

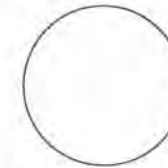
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Preliminary

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b		-					
c		-					
d		-					
e		-					

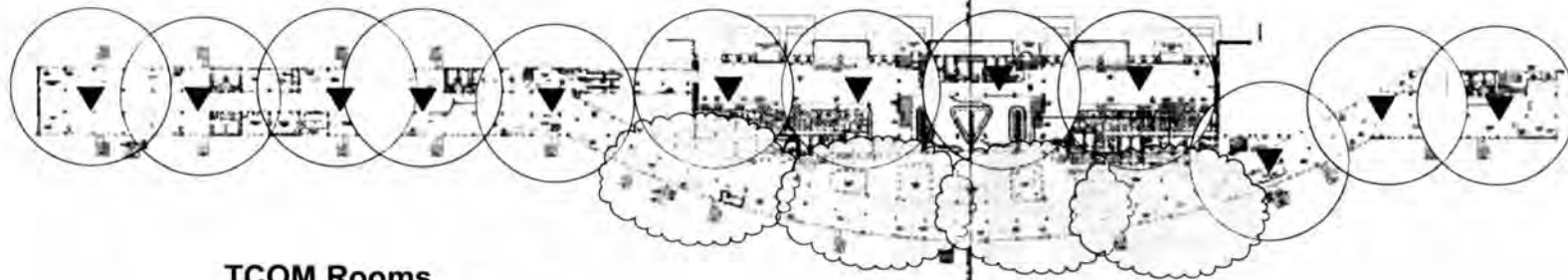


Area Covered
From Mezz and
Penthouse



Antenna Locations
DAS and Wifi

Estimated
Coverage Area
To -85db Das




TCOM Rooms
3034,3133,3357,
3520 and 3719

Concourse Level

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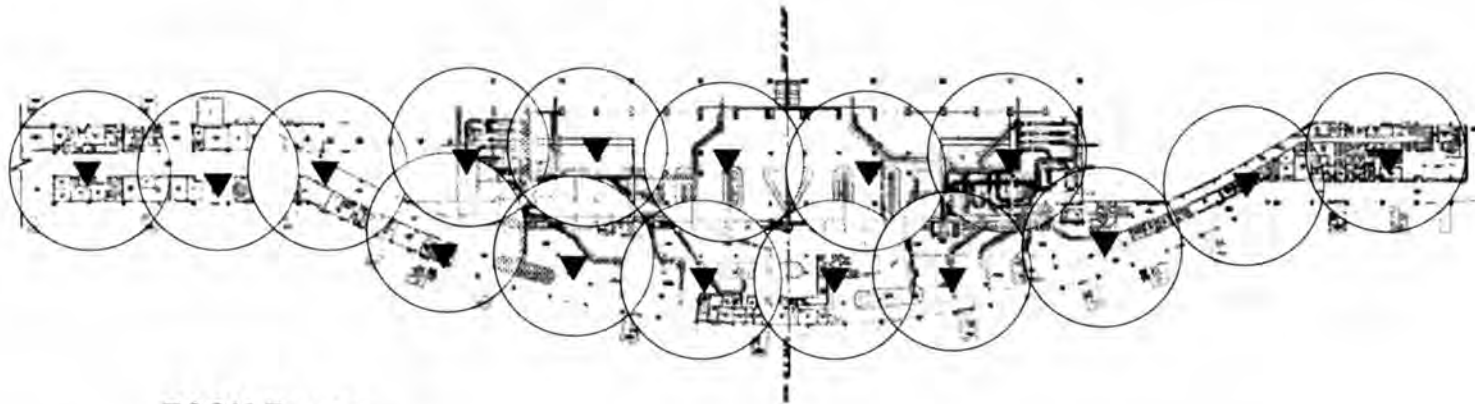
SITE NAME:		 CONCOURSE <small>CONCOURSE ASSOCIATES, LLC</small>		1500 Radbud Suite 401 McKinney, TX 75069	
AUS Bergstrom					
Preliminary Antenna Locations		Proposed Britecell Network System Block Diagram			
DRWN:	T Purdin	SIZE	DWG NO:		REV
CHKD:	Person & Date	B	1 of 1		a
APPD:	Person & Date	SCALE	NONE		SHEET 1 OF 1
FILENAME:		AUS-PRELIMINARY.VSD			

1600 Radoud
Suite 401
McKinney, TX 75069

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Preliminary

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Rev	Sheet #	Project #	Description	Drwn:	Chkd:	Appd:	Date:
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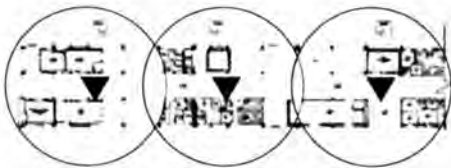



TCOM Rooms
2106, 2737, 2561
And 2454

Apron Level

▼ **Antenna Locations**
DAS and Wifi

Estimated
Coverage Area
To -85db



SITE NAME: AUS Bergstrom		 1600 Redbud Suite 401 McKinney, TX 75069 CONCOURSE COMMUNICATIONS GROUP, LLC	
Preliminary Antenna Locations		Proposed Britecell Network System Block Diagram	
DRWN: T Purdin	SIZE B	DWG NO: 1 of 1	REV a
CHKD: Person & Date	SCALE NONE	SHEET 1 OF 1	
APPD: Person & Date			
FILENAME: AUS-PRELIMINARY VSD			

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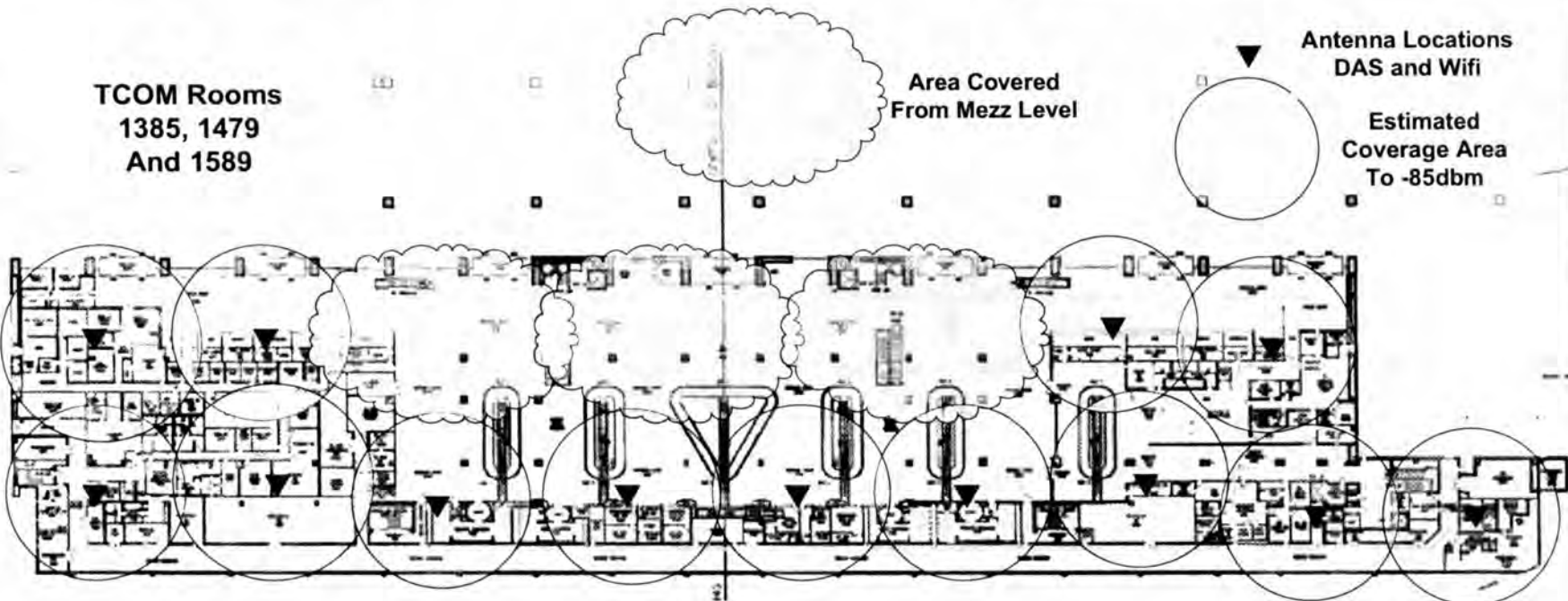
Preliminary

TCOM Rooms
1385, 1479
And 1589

Area Covered
From Mezz Level


Antenna Locations
DAS and Wifi

Estimated
Coverage Area
To -85dbm



Baggage Level

REVISION HISTORY							
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-	-	-	Preliminary Antenna Locations	TP			7/2/08
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SITE NAME:		 1600 Redbud Suite 401 McKinney, TX 75069	
AUS Bergstrom			
Preliminary Antenna Locations		Proposed Britecell Network System Block Diagram	
DRWN: T Purdin	SIZE B	DWG NO: 1 of 1	REV a
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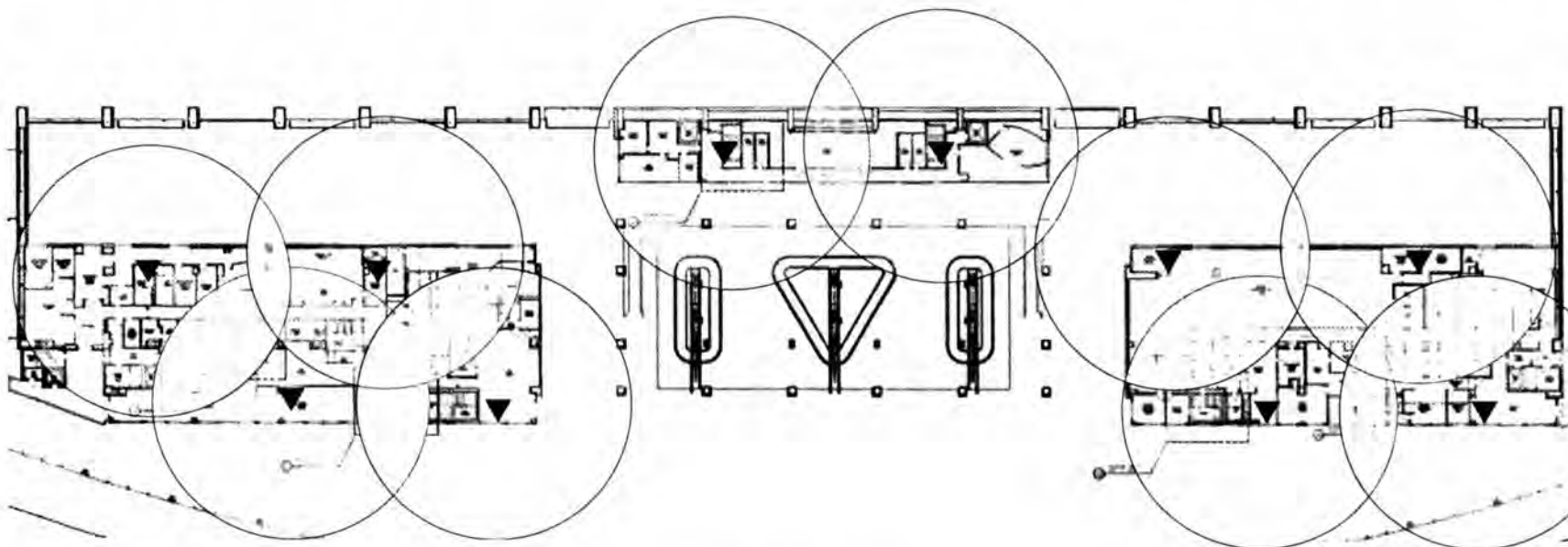
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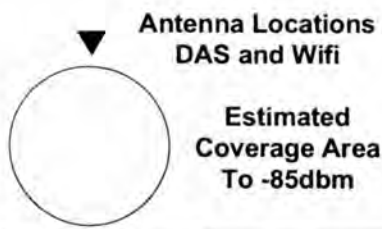
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TCOM
4341A,4403,4514
4521 and 4403

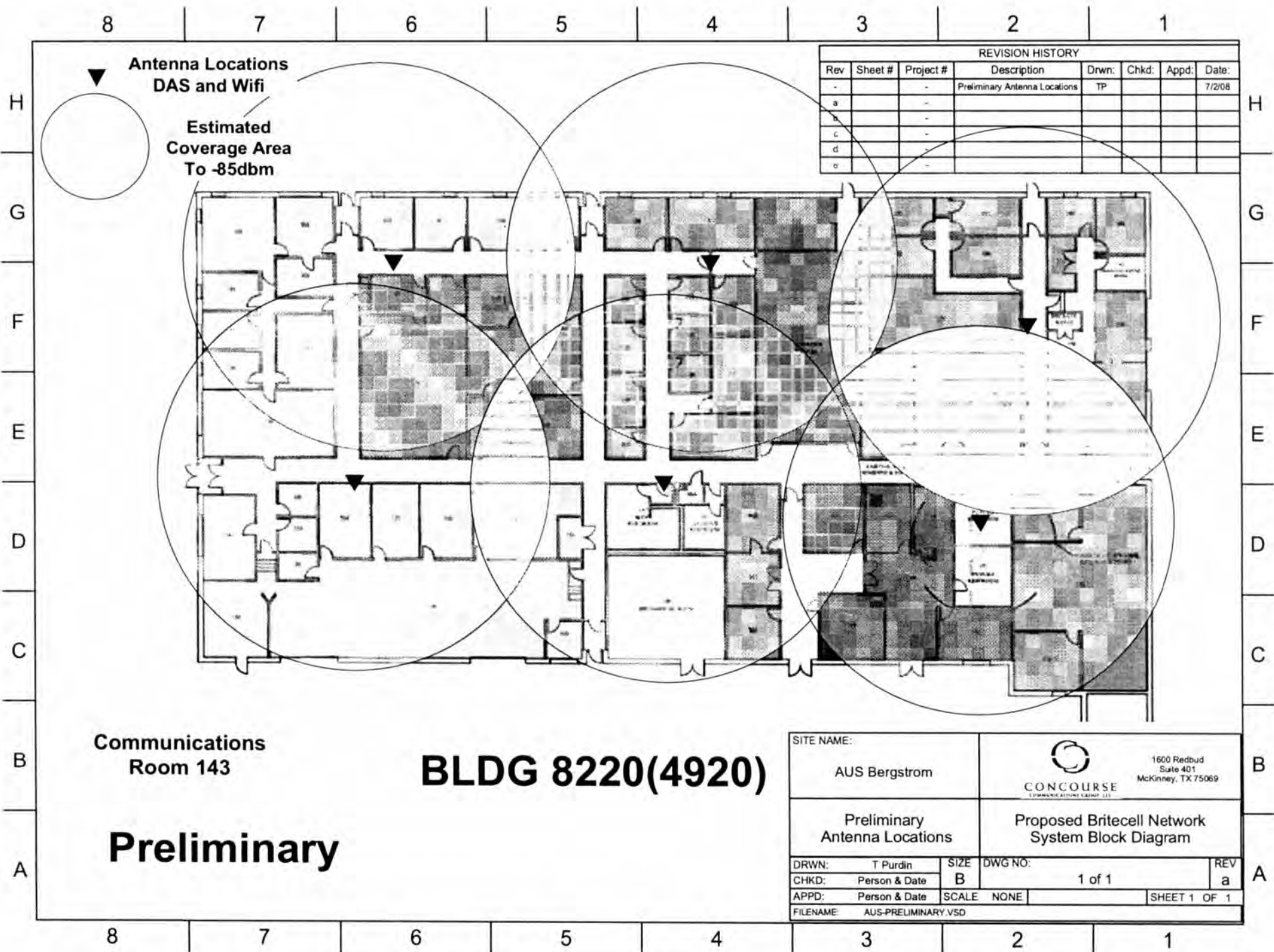
Mezz Level




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SITE NAME:		 1600 Redbud Suite 401 McKinney, TX 75069	
AUS Bergstrom			
Preliminary Antenna Locations		Proposed Britecell Network System Block Diagram	
DRWN: T Purdin	SIZE B	DWG NO: 1 of 1	REV a
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-	-	-	Preliminary Antenna Locations	TP			7/2/08
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SITE NAME:		 1600 Redbud Suite 401 McKinney, TX 75069	
AUS Bergstrom		CONCOURSE COMMUNICATIONS GROUP, LLC	
Preliminary Antenna Locations		Proposed Britecell Network System Block Diagram	
DRWN: T Purdin	SIZE B	DWG NO: 1 of 1	REV a
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APPD: Person & Date			
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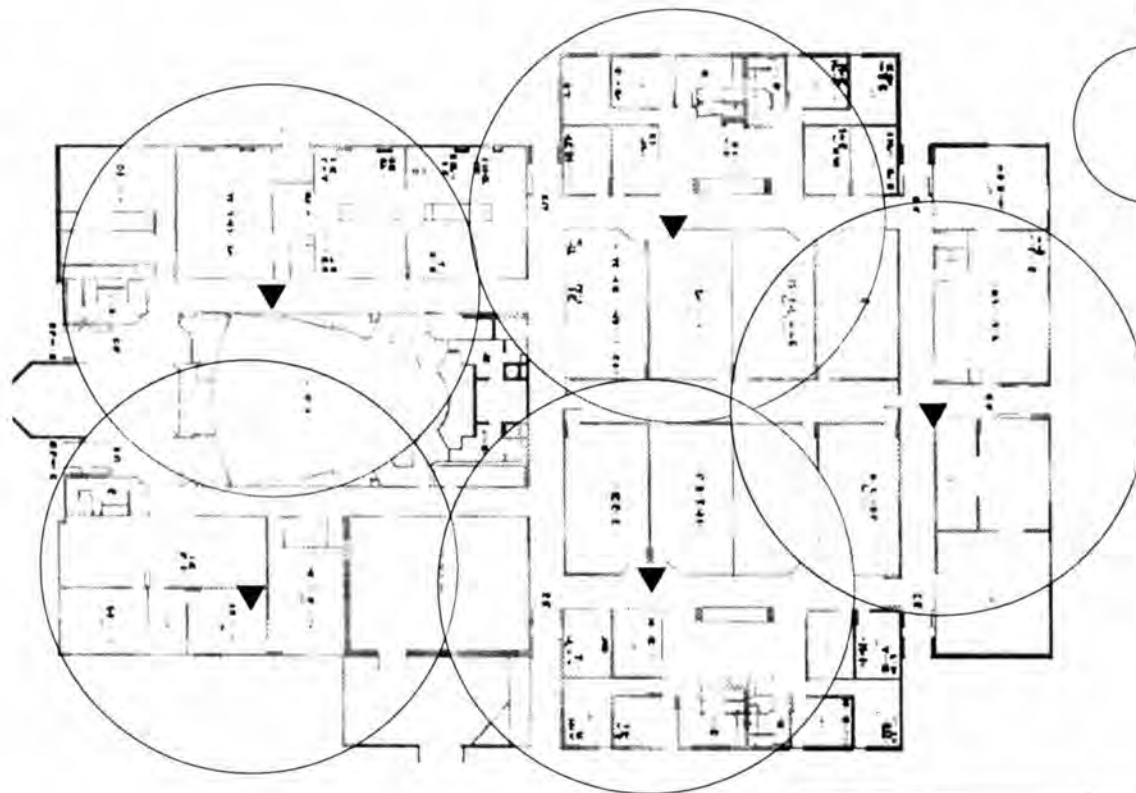
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Preliminary

IDF Closet


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-	-	-	Preliminary Antenna Locations	TP			7/2/08
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Antenna Locations
DAS and Wifi

Estimated
Coverage Area
To -85dbm

BLDG 6005

SITE NAME: AUS Bergstrom		 CONCOURSE COMMUNICATIONS GROUP, LLC 1600 Redbud Suite 401 McKinney, TX 75069	
Preliminary Antenna Locations		Proposed Britecell Network System Block Diagram	
DRWN: T Purdin	SIZE B	DWG NO: 1 of 1	REV: a
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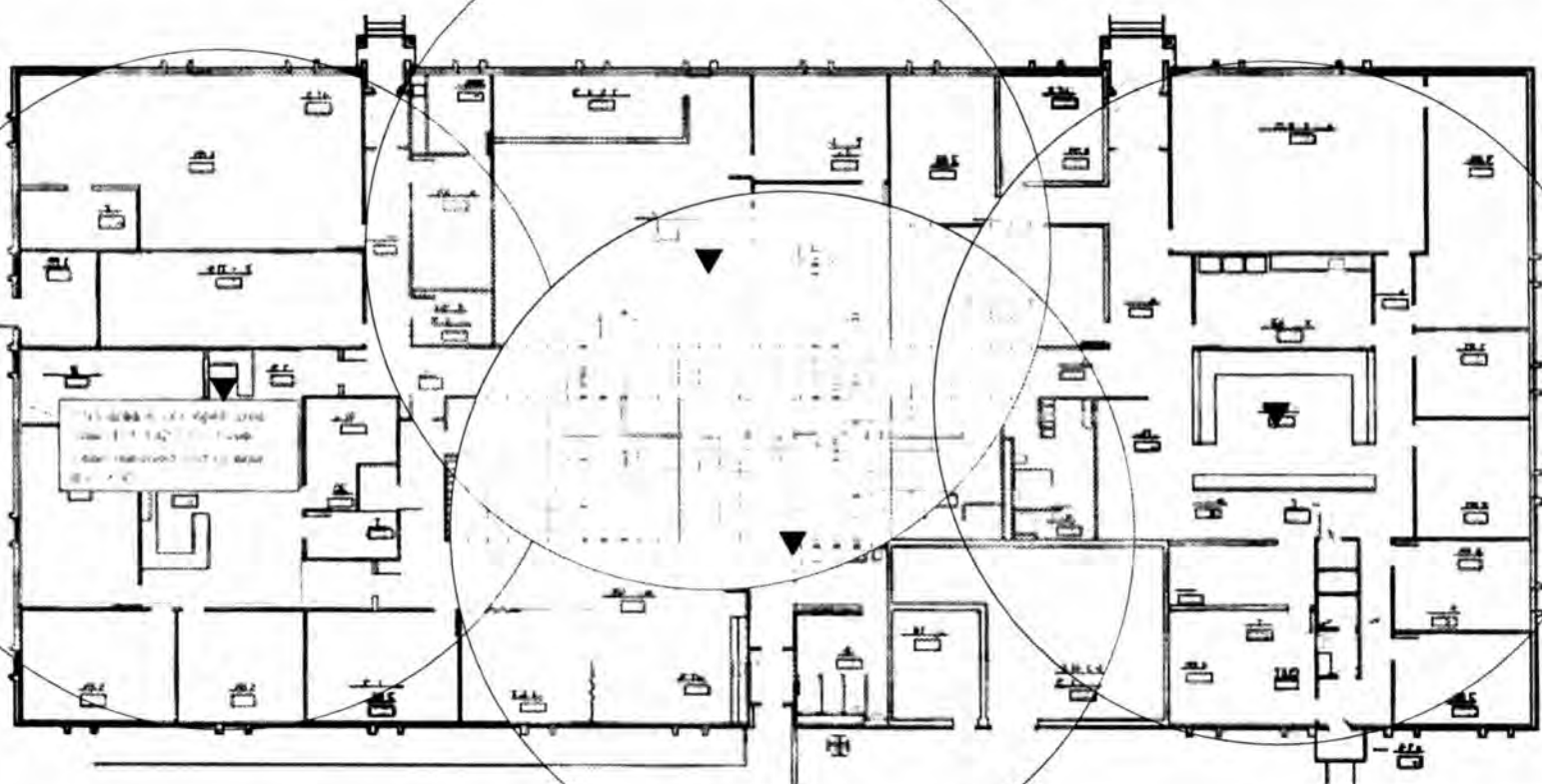
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Preliminary

**Communications
Center 101**


REVISION HISTORY							
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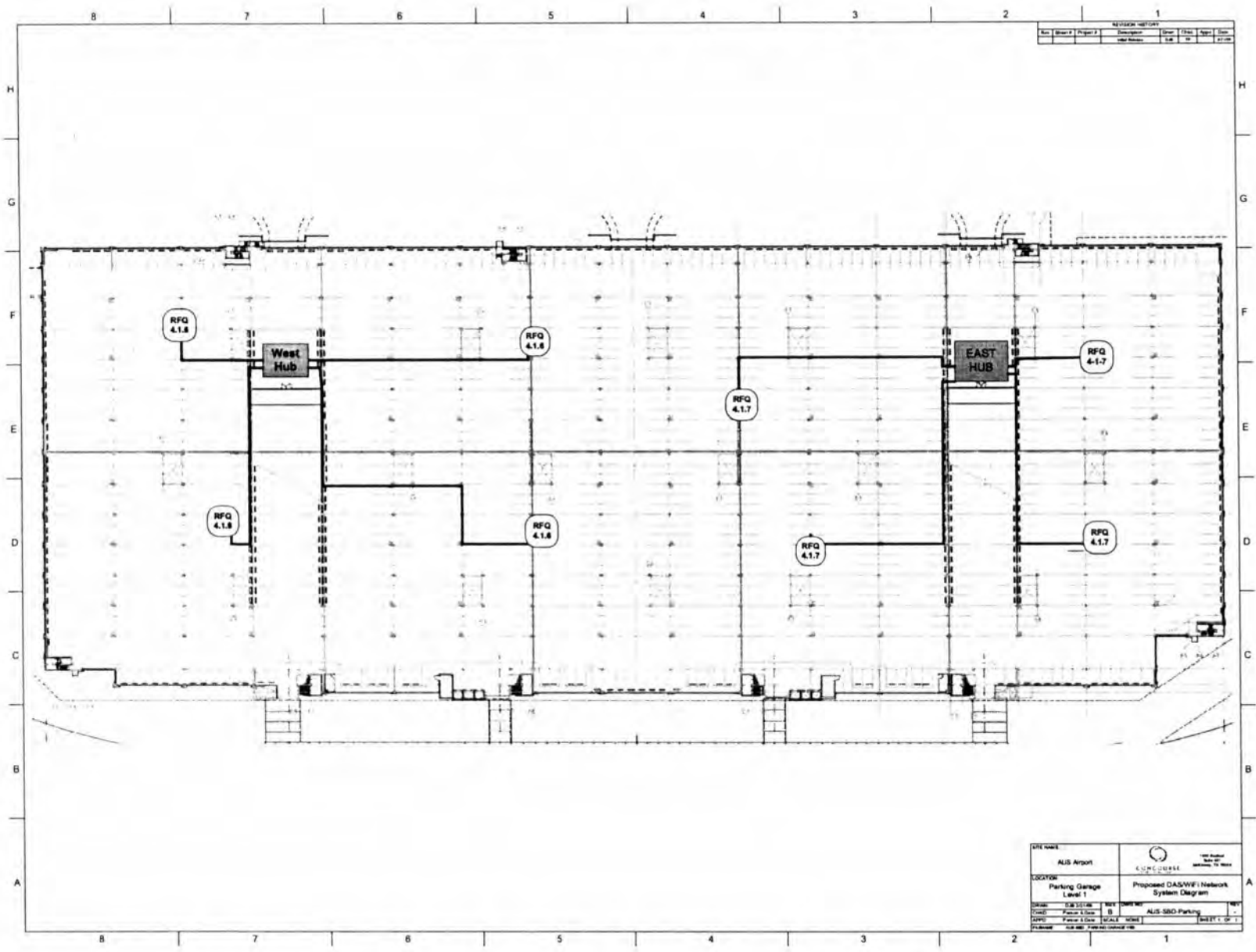
**Antenna Locations
DAS and Wifi**

**Estimated
Coverage Area
To -85dbm**

BLDG 7350

SITE NAME: AUS Bergstrom		 1600 Redbud Suite 401 McKinney, TX 75069 CONCOURSE <small>COMMUNICATIONS GROUP, LLC</small>	
Preliminary Antenna Locations		Proposed Britecell Network System Block Diagram	
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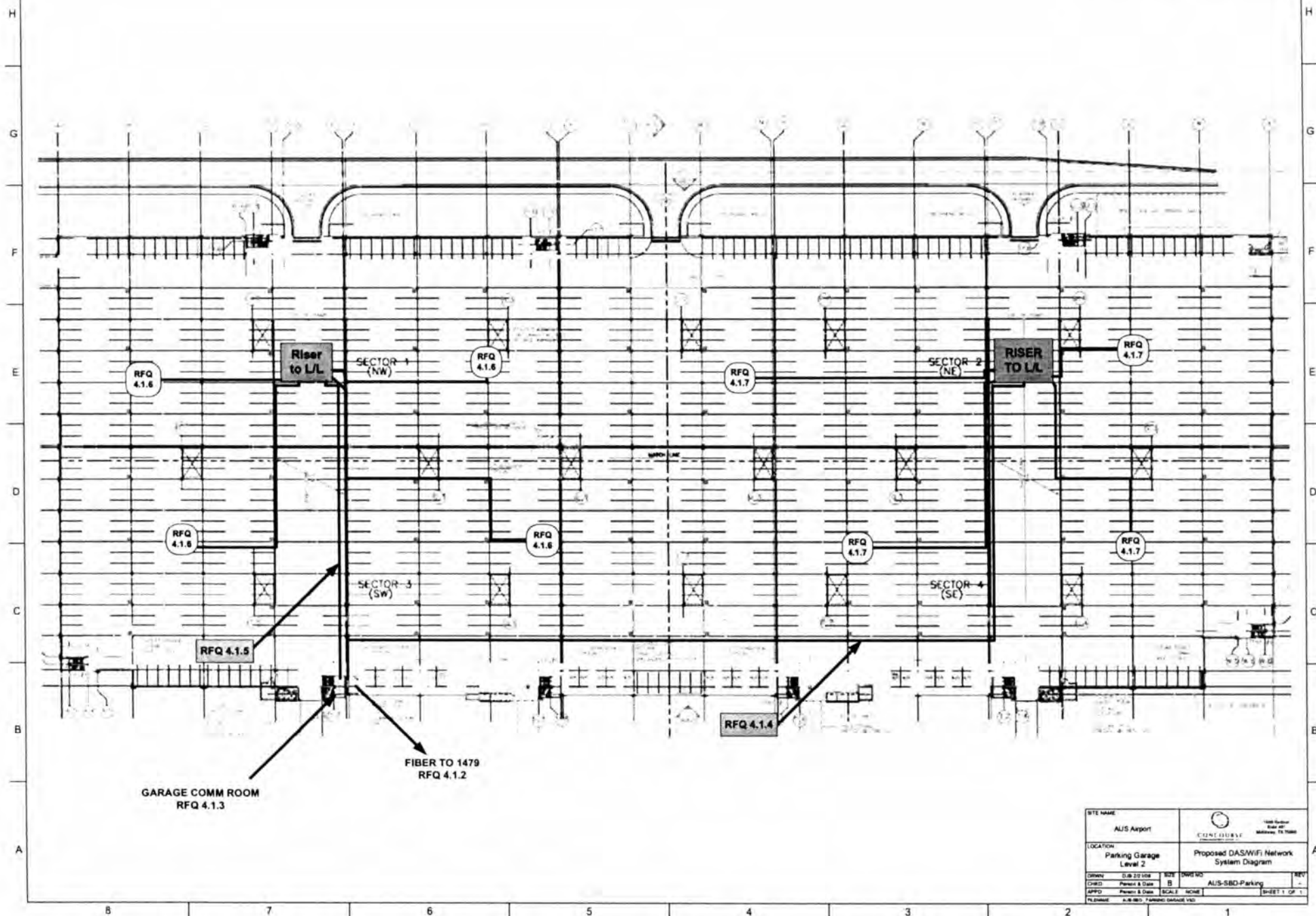
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Rev	By	Date	Project	Sheet	Of	Scale	Notes
1							

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LOCATION: Parking Garage Level 1		PROJECT: Proposed DAS/WF Network System Diagram	
DATE: 10/10/2018	BY: J. Smith	CHECKED BY: M. Jones	DATE: 10/10/2018
APP'D: J. Smith	SCALE: 1:100	PROJECT: AUS Airport	SHEET: 1 OF 1

REVISION HISTORY							
Rev	Sheet #	Project #	Description	Drawn	Check	App'd	Date
			Initial Release	C.M.	TP		2014



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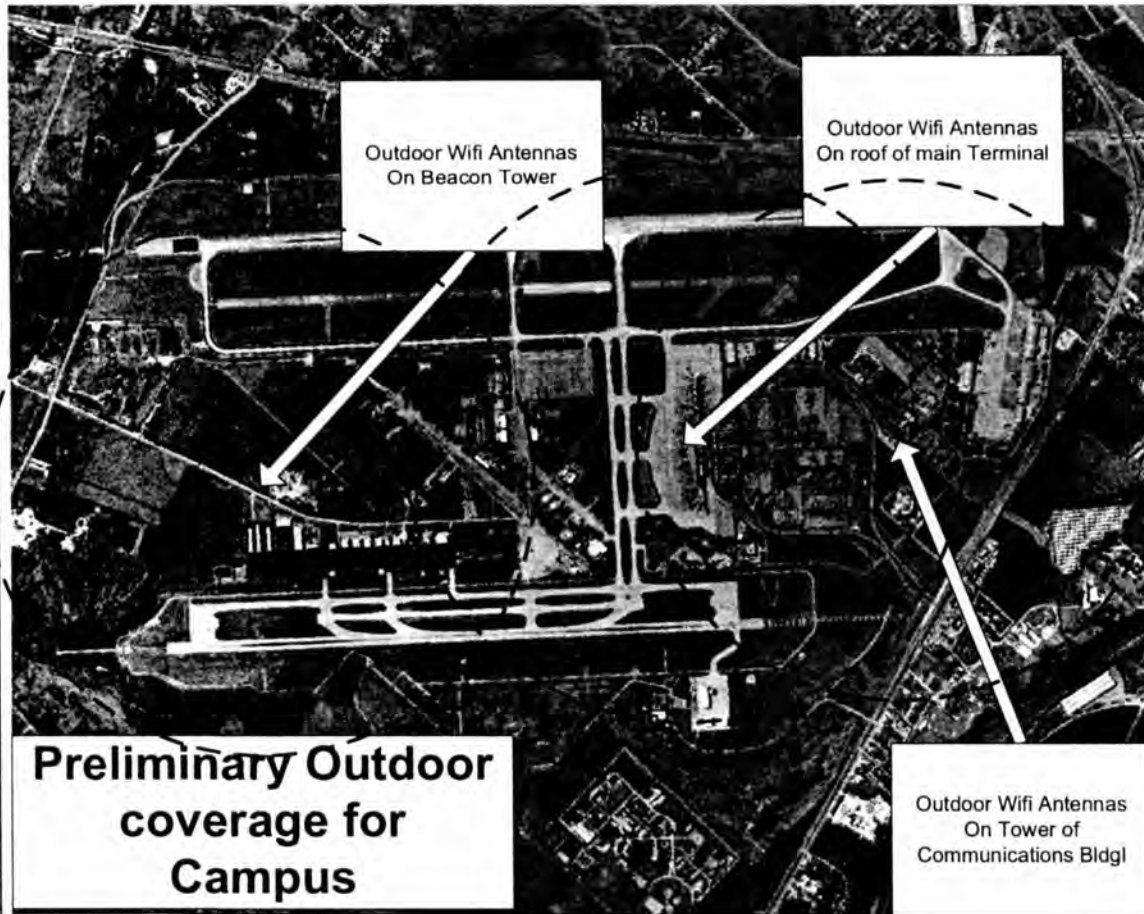
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REVISION HISTORY

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SITE NAME:

AUS Bergstrom


 1600 Redbud
 Suite 401
 McKinney, TX 75069

 Campus Preliminary
 Outdoor coverage -
 95dbm

 Proposed Britecell Network
 System Block Diagram

DRWN:	T Purdin	SIZE	DWG NO:	REV
CHKD:	Person & Date	B	1 of 1	a
APPD:	Person & Date	SCALE	NONE	SHEET 1 OF 1
FILENAME:	CAMPUS OUTDOOR COVERAGE.VSD			

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EXHIBIT C SCOPE OF WORK

1. General Description

1.1 Contractor shall design, install and implement, operate, maintain, and manage a neutral host Cellular Distributed Antenna System (DAS) and an 802.11x wireless broadband (WiFi) network at the Airport to provide access to commercial wireless carriers and service providers in public areas and non-public areas of the airport facilities as depicted in Exhibit B and described in this Scope of Work.

1.2 Contractor shall procure, install, configure, operate and maintain, and provide internet service to up to four wireless internet kiosks located in the passenger terminal for the purpose of providing free internet access to the public. The City shall pay for the purchase cost of each kiosk unit, not to exceed \$6000.00 per unit, in accordance to Section 9 of the main contract.

1.3 The System shall be designed, installed, and implemented by Contractor, at Contractor's own expense, and without cost to the City. Contractor shall operate and maintain each component of the System, including all hardware and software necessary for its operation. Contractor shall provide all wireless equipment, routers, switches, firewalls, edgewalls, switches, uninterruptible power sources (UPS), appropriate internet servers, VPN features, monitoring control, and system software applications including but not limited to network security, encryption, authentication, roaming and e-mail for successful utilization of the WiFi network at no cost to the City.

1.4 Contractor shall design and install a DAS that is capable of supporting existing and emerging services and technologies from commercial cellular, paging, and wireless carriers. The DAS shall be designed to accommodate all of the viable FCC licensed spectrum, particularly those bands described in DAS Technologies and Wi-Fi Technologies sections below. Contractor shall design, install, and test the selected DAS equipment and infrastructure. Contractor shall install, where possible, common equipment and infrastructure to be used by all commercial service providers. The DAS shall be designed to accommodate the technological and capacity requirements of multiple carriers, operators, and providers in a non-discriminatory manner. Contractor shall provide nondiscriminatory access to the DAS to all commercial wireless service providers under substantially the same terms and conditions by means of a standardized "Contract" that shall be submitted to, and approved by, the City.

1.5 Contractor shall design an 802.11 a/b/g compliant WiFi network with migration feasibility to a roaming 802.11n. The network must be capable of supporting the unlicensed 2.4 GHz and 5.2 GHz and the licensed 4.9 GHz public safety frequencies. The WiFi network shall support a variety of mobile devices (PDAs, Blackberries, tablet PCs, smart phones, laptop computers, etc) as well as non-proprietary, standards-based open source operating systems. The WiFi network shall provide the traveling public at the Airport fee-based and free access to the internet and third party content and service providers. It will also provide a private network, consisting of a combination of private area APs and VLANs over public area APs, for Department use for public safety, utility management, asset management, parking and traffic systems and enforcement, maintenance and operations ("Internal Applications").

2. General Requirements

2.1 The Contractor shall strictly comply with all requirements specified in the RFP, which are incorporated herein by reference.

2.2 Where possible, the Contractor shall utilize, to the maximum extent feasible, the existing infrastructure at the Airport facilities. In cases where new infrastructure (fiber and/or copper cabling, conduits, cable tray, electrical, etc) are required to be installed, it will be at the Contractor's expense and must be installed to Department specifications and conform to the existing installation topology and standards. The interconnection of landline network facilities will be at the Department designated telecommunications demarcation point.

2.3 The Contractor shall ensure that the installed RF systems do not interfere with FAA radio operations and equipment, or other existing licensed Operations RF users including the City's radio system(s) or any other operations radio systems on the Airport property. The Contractor shall obtain all necessary and required Department, government, and technical approvals. The Contractor shall obtain and pay for all required and necessary construction/installation related permits, licenses and fees. The Contractor shall be responsible for filing appropriate applications for all RF systems to the Department of Aviation Information Systems and the City's Wireless Communications Office. Where coverage, capacity, and interference issues are concerned, the Contractor shall review applications from the commercial carriers and refer them to the Department, or its representative, to accept, reject, or modify these RF applications.

2.4 The following submittals are required within 60 days after the DAS/ WiFi network is operational:

- A complete list of major components showing a description and location of each component
- A complete cable record and wiring diagram identifying components by location, distribution cable, and connectivity as related to equipment assignments.
- Required documentation deliverables where applicable, which include but are not limited to:
 - i. Software database configurations
 - ii. Hardware equipment configurations
 - iii. System block diagrams
 - iv. Electrical requirements including load
 - v. Room layouts and square footage
 - vi. Peripheral equipment diagrams
 - vii. Rack profile diagrams
 - viii. Equipment shelf profile diagrams
 - ix. Cable interconnectivity diagrams
 - x. Wiring diagrams
 - xi. Factory test data
 - xii. Field test data
 - xiii. Equipment manuals
 - xiv. Training manuals
 - xv. FCC license forms
 - xvi. Configuration upgrades and modifications

- xvii. Operation system and application software versions and configurations
 - xviii. Inventory of spares
 - xix. Inventory of active equipment
 - xx. Firmware and software
 - xxi. Recommended maintenance routines
 - xxii. Carrier/service provider review and approval process
 - xxiii. Coverage analysis maps
 - xxiv. Acceptance test results
 - xxv. List of all frequencies used by carrier or service provider
 - xxvi. Disaster Recovery plan
 - xxvii. Problem Escalation plan
- Operation and Maintenance Manuals shall include, at a minimum, the following:
 - i. Operational description of each subsystem.
 - ii. Detailed programming descriptions for each subsystem, including step by step procedures
 - iii. Explanations of subsystem interrelationships. Explanations shall include operations of each subsystem and operations unique to the interface between each of the subsystem and possible conflicts that may occur with the interfaces. Each explanation shall be identified, tagged, bound and indexed into a single binder.
 - iv. Electrical schematics for each piece of equipment specified.
 - v. Power-up and power-down procedures for each subsystem.
 - vi. Descriptions of all diagnostic procedures.
 - vii. Setup procedures for each component of the subsystems.
 - viii. A list of the manufacturers, their local representatives and subcontractors that have performed Work on the Project. The list shall include contact names, phone numbers and addressees for each.
 - ix. Installation and service manuals for each piece of equipment.
 - x. Maintenance schedules for all installed components. Schedules shall include inspections and preventative maintenance schedules, and documentation of all repaired or replaced equipment.
 - Operations and Maintenance Manuals shall include a separate section for each software program incorporated into the project. The software section shall include, at a minimum, the following information:
 - i. Definitions of all software related terms and functions.
 - ii. Descriptions of required sequences.
 - iii. Detailed programming descriptions for each subsystem, including step-by-step procedures
 - iv. Directory of all disk files.
 - v. Description of all communications protocols, including data formats, command characters, and a sample of each type of data transfer.
 - vi. Instructions for manufacturer supplied report generation.
 - vii. Instruction for customer report generation.

- viii. Database format and data entry requirements.
- ix. A menu tree for each subsystem. The tree shall provide a graphical flow of commands within the menu system.

2.5 All construction information, software, manuals, and other information necessary for the operation and maintenance of the DAS must be provided to the Department upon substantial completion of the project and upon termination.

REQUIREMENTS AND SPECIFICATIONS

3. DAS Technologies

3.1 The System provided by the Contractor must be able to operate with the current, and emerging, technologies of existing cellular, wireless, and WLAN systems currently in place and planned for Austin Bergstrom International Airport. These include but are not limited to AMPS, TDMA, CDMA, GSM, E-GSM, WCDMA, UMTS, EDGE, iDEN, and 802.11x WLAN. The solution provided should be fully scalable, expandable, and upgradeable to accommodate the future needs of commercial carriers, service providers, and the Department. The DAS shall be technology transparent and cover frequencies from 800 MHz to 2200 MHz on a multi-band shared transport network and infrastructure for the cellular services. The DAS shall accommodate multi-carrier and multi-technology commercial wireless service providers in a neutral host environment utilizing non-proprietary hardware and software.

3.2 The Contractor shall utilize a common equipment room, designated a 'carrier hotel', to house all commercial carriers and centrally located neutral host equipment. The 'carrier hotel' will be housed in the existing Telecommunications Building. The space will be identified and specified by the Department. The point of interface of the system shall be located in the designated carrier hotel space. Individual carrier base stations will interface directly to the carrier hotel through industry standard hardware connections. The distribution of signals from the 'carrier hotel' to the airport terminal building and other buildings shall be by standard multi-mode or single mode fiber.

4. Wi-Fi Technologies

4.1 The wireless (WiFi) network shall be designed around current standards based technologies. The network shall support the unlicensed band at 2.4 and 5.2 GHz (802.11a/b/g/n) and the licensed 4.9 GHz public safety frequencies. The WiFi network shall provide scalable growth for user density increases, video transmissions, and video camera image transport from user site to the management demarcation interface. The WiFi network shall provide tiered service for internet/e-mail for a fee. The data rates for internet/e-mail shall range between 1 Mbps and 5 Mbps symmetrical. The WiFi network shall provide the Department, other City Departments and Airport tenants a minimum data rate of 5 Mbps symmetrical.

4.2 All components of the network must be capable of automatic recovery from loss of power and revert to battery back up without loss of functionality. An automatic fault detection capability shall exist to determine outage of any components of the network. The network shall have the ability to prioritize traffic for Department use in case of emergency or as required by Department. The network WLAN interface to the service provider shall be redundant.

- 4.3 The WiFi network will provide sufficient bandwidth to support, at minimum, the following services:
- o Video media download to aircraft parked at the gate
 - o Data upload and downloads to aircraft parked at the gate
 - o Automatic vehicle location (AVL) data transfer
 - o Web based database and reporting applications
 - o Client server applications
 - o Email
 - o VOIP service

5. WiFi Network Security

5.1 The Contractor shall provide a WiFi network that employs the highest level of multi-layered security using proven industry standard security technologies, protocols and methods. The Contractor shall have mechanisms in place to prevent or mitigate the risk of hackers, spammers, denial of service and other forms of malicious attacks on or through the network. All control and network management traffic will be encrypted. The Contractor will provide managed VPNs that support tunneling using Internet Protocol Security ("IPSec") with true end-to-end encryption.

5.2 The Contractor shall provide a WiFi Network that supports traffic filtering based on Internet Protocol ("IP") address, subnets and Transmission Control Protocol ("TCP") ports.

5.3 The Contractor shall provide a WiFi Network that supports the suppression of Extended Service Set Identifier ("ESSID") broadcasts and multiple ESSIDs with the ability to map ESSIDs individually to Virtual LANs ("VLANs").

- 5.4 The WiFi network shall support (at minimum) the following security protocols/technologies:
- o Media Access Control ("MAC") address filtering.
 - o Wired Equivalent Privacy ("WEP") encryption, including both 64 and 128 bit keys.
 - o Temporal Key Integrity Protocol ("TKIP") encryption.
 - o Advanced Encryption Standard ("AES") encryption.
 - o WiFi Protected Access ("WPA") and WiFi Protected Access 2 ("WPA2").
 - o 802.1x authentication using Extensible Authentication Protocol ("EAP") and Remote Authentication Dial-In User Service ("RADIUS").

5.5 All Wireless LAN equipment and configurations will be subject to review and approval by the Department Information Systems and the City's Department of Communications & Technology Management prior to purchase and installation.

6. Coverage Requirements

- 6.1 Coverage must be established at 95% availability over 95% of the required coverage area. The time, availability, and area coverage requirements must be achieved for fully loaded carrier, paging or Wi-Fi channels. Link budgets for fully loaded channels must be established and provided with the relevant threshold values for a system availability of 95%.

6.2 Adequate cellular and WiFi signal levels are required throughout all 4 levels of the Terminal including:

- o The Mezzanines.
- o The Main Concourse and Ticket Lobbies including all office and storage areas, service hallways, and vestibules.
- o The Apron and Ramp areas including all utility tunnels and airline service areas, all offices and storage areas, and including Wi-Fi coverage at a minimum of 500 feet from the terminal building so as to provide service to aircraft parked at the gate.
- o The Baggage Claim Level including the rental car counter areas, all utility tunnels, all office and storage areas, and the bus loading area in front of the terminal building

6.3 Adequate cellular and WiFi signal levels are required in the following remote buildings:

- o The Department Maintenance Complex, Building #8220.
- o The Department Planning and Engineering Building, Building #6005
- o The Department Parking Administration Building, Building #7350

6.4 The Contractor shall extend Cellular and WiFi coverage to the parking garage. Coverage of the WiFi data network will extend to and provide sufficient bandwidth to the outdoor areas of the Airport campus to include the aircraft maintenance ramp, aircraft overnight parking and commuter ramp, the entire airfield, the airline cargo facility, short and long term parking lots and the access and perimeter roads serving the terminal and Airport campus. The City will fund the additional expansion of the System to include all levels of the existing parking structure and outdoor areas of the Airport campus as described in Appendix A to this Exhibit C. Payment to the Contractor for this additional work will be made in accordance with Section 9C of the main contract.

7. Equipment Requirements

7.1 The Contractor shall provide non-proprietary equipment capable of supporting all current and emerging wireless cellular, paging, ESMR and WLAN technologies. The equipment will be configured as a neutral host with proper demarcation points for each cellular, Paging, ESMR and WLAN service provider. The Contractor shall present the system(s) to each provider as an extended antenna system.

7.2 The Contractor shall design the system such that the transport link will carry the transmit signals generated on the service provider allocated channels from the base station to the user portable device and the receive signals generated by the user portable device at the remote antenna sites back to the base station without introducing signal degradation to its own or any other service provider. The link transport design shall allow easily modified channel mapping among service providers, if required, in both the transmit and receive directions. All signals shall be separated, and security provided, to ensure that each service provider receives its own user portable device transmit signals at its receiver interface. Security standards shall be maintained and signals must not be degraded or compromised.

7.3 As part of the final System design plan, the Contractor shall provide a plan for the initial equipment configuration that details the initial number of carriers and channels per carrier, and the capability for growth. The plan should reflect a capacity adaptation for high traffic areas in the design of the DAS and WiFi network. The Contractor shall describe all technical standards applicable to all wireless

carriers and all equipment to be used in the system infrastructure. The Contractor shall identify the maximum capacity of the equipment provided by specifying the number of providers and number of channels per provider. Estimates of data throughput per provider with respect to high speed data traffic will be provided with link budgets. All applicable operational frequency bands of operation shall be specified and link budgets shall be presented in the plan. The Contractor shall indicate how the growth of traffic in the neutral host system will be handled for future time spans of 10 and 15 years in the neutral host and all other equipment.

7.4 The Contractor shall provide a network management system with SNMP interface as part of the network that allows both the DAS and WiFi network to be managed and controlled remotely. The network management system shall provide a system of monthly traffic usage reports traceable to revenue activity for the WiFi network to allow for visibility into revenue trends.

7.5 The DAS and WiFi network equipment shall not cause interference to any of the City's, airport's or airlines' radio or operational systems. Any interference produced by the DAS/WiFi network that is harmful to the Airport's operational systems will be cause for the immediate shutdown of the DAS/WiFi network until the Contractor corrects the interference. As part of the System program plan, the Contractor shall provide a plan outlining the procedures to be used to mitigate interference issues should they occur.

7.6 A complete cable record and wiring diagram identifying all cable and system components by location, function, and assigned identification number shall be maintained and provided on a quarterly basis to the Department Information Systems Division for the first year, and provided upon installation completion, and yearly thereafter.

8. Installation Requirements

8.1 The Contractor shall install all materials in a good and workmanlike manner. All installation and construction methods will conform to the requirements of the Federal Communications Commission (FCC) and all state, local and national codes. Installation and construction will follow Airport requirements as referenced in the the Airport Design and Development Guidelines. All methods of installation and construction will be subject to the control and approval of the Department and the City. All devices installed in public viewing areas must be approved by the Department for design, color, location, and content where applicable.

8.2 The Contractor shall install all components in accordance with the manufacturer's instructions including the use of manufacturer certified installers where applicable. All equipment and materials used shall be of the quality and manufacturer indicated by the Contractor and shall comply, at minimum, to the latest applicable requirements including but not limited to the following standards:

- ANSI/TIA/EIA – 568-A
- ANSI/TIA/EIA – 569
- NFPA 70
- BICSI Telecommunications Distribution Methods Manual
- FCC 47 CFR 68
- NEMA –250
- NEC – Articles 725, 760, 770, 800 (1996 or later edition)
- TSB – 72
- ISO/IEC 11801
- Bellcore GR-20
- RUS (REA) PE– 39, PE-89
- ANSI/TIA/EIA – 758

8.3 Contractor installed equipment racks will require a minimum of 3 feet access at front and rear. All installed racks and equipment will be properly grounded and all electrical wiring must conform to the national electric code and local building code.

8.4 The Contractor must install all cable in cable trays or conduit. All cable runs must be properly identified at each end indicating the opposite cable end address. All cabling must be cut to proper length. All wiring and cabling within the telecom closets shall be properly dressed and/or bundled with tie-wraps or cable ties with excess cut to the eye of the wrap. Twisted wire, tape, rope, twine, phone wire, or similar bits of available debris, are not acceptable for securing hardware. All inter-rack cables and wiring must be properly routed and must use cable trays provided. Overhead cables and RF lines must be easily removed and reworked within the cable trays. New cables added to the trays should not be stressed or intertwined with existing cables. Overhead cables may not cross perpendiculars or be suspended in mid-air without supports. NO supports may be installed without prior written approval by Department. Antenna jumpers may be mounted in ceilings and supported with high quality cable hangers. Tie wraps and wire will not be acceptable as cable hanging devices, only as attachment devices. All cable installations will adhere to applicable Department standards and state, local and national codes and must be installed to Department specifications and conform to the existing installation topology and standards.

8.5 The Contractor shall provide all mounting hardware, ground connections, cables, connectors, and adapters of any kind necessary to accommodate System installation, operation, testing and maintenance. The Contractor will provide all necessary factory or custom cable hangers or adapters for all equipment installed outside the telecom closets, whether specifically itemized or not.

8.6 Communications and lightning ground systems must be isolated from one another and grounding conductors will be routed to the nearest earth ground lug/buss. All transmission lines or conductors penetrating outside walls must use lightning surge protectors correctly installed and grounded to the lightning download conductor. Antenna transmission lines must be grounded to the exterior building lightning ground prior to building entry through the use of standard transmission line grounding kits.

8.7 All active components must be connected to uninterruptible power supply (UPS) and (Airport provided) back-up generator power within the telecom closet. With exception of the remote antenna units, all active devices must be contained in the carrier hotel room and assigned telecom closets. Mounting of equipment inside of the telecom rooms will be coordinated with Department Information Systems prior to install.

8.8 The installed DAS must comply with all FCC mandated electromagnetic energy (EME) standards. RF radiation must be measured by an FCC certified technician prior to the system's acceptance. All radiation must be totaled to ensure that the DAS is in compliance with all standards for occupational and public exposure limits. FCC compliant warning signs must be posted in all areas where a hazard may exist. Installers will post a copy of the FCC license on each radio system installed in the carrier hotel room. The following information will be included and posted:

- Copy of FCC license
- Name of licensee
- Transmit and receive frequencies
- Type of emissions
- Authorized output power and ERP
- Name and telephone number of responsible technician or engineer

8.9 All public areas shall remain clear and/or be properly marked during installation and maintenance. Any activities that may be disruptive to Airport customers, or that may obstruct normal passenger flow, or interfere with airport operations, must be conducted during non-peak hours as determined by Airport Operations personnel. All work in public areas shall be coordinated and cleared with Airport Operations a minimum of 48 hours in advance. The Contractor may place and store materials and equipment only in those locations that have been previously approved by Department. Department Operations will grant approval for any additional temporary storage locations in writing upon receipt of written request.

8.10 The Contractor must obtain written permission from Department Engineering before proceeding with any work that requires cutting into or through any part of the building structures, such as but not limited to, girders, beams, concrete, carpeted or tiled floors, partitions or ceilings, or any "hot work" that would require temporary disabling of fire suppression systems.

8.11 The Contractor shall remove and dispose of existing equipment, antennas, and cabling that are not reused in the DAS or claimed by existing carriers and service providers.

8.12 The Contractor and all subcontractors must adhere to all security procedures established by the FAA under FAR 107.14 and those established by the Airport in order to prevent unauthorized access to communications facilities on the Airport campus.

9. Service Requirements

9.1 A Major Outage is defined as an outage in which the total coverage area is more than 10% out of service in which overlapping coverage is not sufficiently present. A service interruption will be measured by the number of in-building antennas with no signal compared to the total number of in-building antennas except where loss of service/signal is due to external factors outside the control of the Contractor such as ISP/Internet failures, unrelated airport construction issues, sabotage, etc. Major outages shall require an on-site response within one hour during the period between 6:00 a.m. and 12:00 midnight Austin time each day; within four hours otherwise. Remote maintenance response shall begin within 15 minutes during the period between 6:00 a.m. and 12:00 midnight Austin time each day; within one hour otherwise. Major outages shall be cleared within 24 hours of the trouble call.

9.2 A Minor Outage is defined as the system being between 1 and 10% (inclusive) out of service or substantially degraded, except where loss of service is due to external factors. Service calls are to be cleared during standard business working hours as defined to be 7am – 5 pm Monday thru Friday. Minor outages that are reported during standard business hours must be responded to within 4 standard business-working hours. Problems reported between 5pm and 7 am the next morning must be cleared by noon the next day. Minor outages shall be cleared within 4 business hours.

9.3 Disaster Alarms are situations such as large storms, air crash, flood, natural disasters, etc., affecting Department property. In the event of a Disaster Alarm at the Airport, the Contractor will make every reasonable effort to ensure that technical support personnel are on site within one hour after issuance of the Disaster Alarm.

9.4 The Contractor will provide an escalation plan that defines how problems are reported and how the status of the reported problem will be escalated through out the Contractor's organization. These procedures will define who, within the organization, has the authority to approve the actions of the organization. The escalation plan shall include the contact information for each party listed within the plan including, at a minimum, the person's email address, office phone/fax number, pager number, cellular phone number, and home phone number. The escalation is subject to Department review and approval. A preliminary escalation plan shall be included in the System program plan.

9.5 Due to the critical nature of the Airport, the Contractor will prepare a disaster recovery plan to be submitted to Department. The plan will include a description of how the Contractor will be able to respond with the necessary labor, hardware, software, technical support, materials, equipment, and other requirements to ensure that the Airport terminal DAS and WiFi network are up and running properly throughout a disaster. Provide a timetable detailing your company's actions in a "cause and event" scenario. The disaster recovery plan is subject to Department review and approval. A preliminary plan shall be included in the System program plan.

SYSTEM EVALUATION AND ACCEPTANCE CRITERIA

10. **General Criteria**

10.1 Before power is applied to the DAS, all system wiring must be inspected, tested and verified as correctly connected. All system components will be inspected to verify installation in accordance with the manufacturer's instructions. A visual inspection of the system components will be conducted to ensure

that defective equipment items have not been installed and there are no loose connections. All systems grounding and transient protection systems will be verified as properly installed and connected by a licensed Electrical Engineer. An FCC certified technician must certify that the systems meet FCC guidelines for human maximum permissible exposure to radio frequency energy found in CFR 47, Parts 1.1307-1.1310, October 1, 2000 or most current version. Satisfaction of these requirements does not relieve Contractor of responsibility for incorrect installations, defective equipment items or collateral damage as a result of Contractor's deficient work/defective equipment.

10.2 The Contractor shall provide, at no cost to the City, any special test equipment necessary for the system test. All test equipment will be listed by manufacturer and model and have current calibration tags. The Department will approve all test equipment used at the Airport.

10.3 A list of all acceptance tests and all acceptance test plans will be reviewed and approved by the Department or its representative before the start of testing. Acceptance tests shall verify satisfactory end-to-end performance and that all features and functions operate properly for a period of fourteen (14) contiguous days. All equipment shall operate as proposed with zero down time for the entire fourteen days of acceptance testing. If performance problems are encountered during testing, the Contractor will work with the Department and/or other contractors to isolate and eliminate the problems. The Contractor will initiate corrective actions at their own expense and will affect repairs. Once repairs are acceptable to the Department, the acceptance testing process shall start again, requiring fourteen (14) days of contiguous operation with zero down time.

10.4 The Department and its representatives may review, witness and validate all acceptance tests. All acceptance tests shall be completed and documented and test records given to the Department. All tests must pass the acceptance test criteria before equipment is accepted. The Contractor shall indicate the reasons for failed tests and provide the procedure and timeline to correct any failures. All test failures shall be corrected, at no additional cost to the City, before the system will be accepted.

11. Technical Criteria

11.1 Voice and data coverage will be determined with 95% availability. The required coverage area will have acceptable coverage over 95% of the coverage area for voice and data. WiFi data access will be assessed at 95% availability for a channel capacity throughput of 5 Mb/s. Data coverage will have at maximum a bit error rate (BER) of 1×10^{-6} over 95% of the area. Voice Grade of Service will be 95% coverage, at a signal level of -85dBm or greater in the coverage areas, measured with CW test transmitter/receiver and test antenna system (modulation agnostic tests). The carrier to interference ratio (C/I) shall not be less than 20 dB at the required specified locations.

11.2 The required indoor coverage area shall be specified in grids of 50 feet x 50 feet and signal tests shall be completed on all grids per TIA/EIA Telecommunications System Bulletin (TSB88-A) or agreed upon alternative. The TSB88-A method of verification utilizes an imaginary grid of 'tiles' that establishes the sample locations for the coverage area being verified. The grid consists of a known number of sample locations. It is permissible to excise tiles that are in inaccessible or unnecessary places such as ravines, ponds, etc.. The remaining tiles constitute the total area to be verified. The size of a tile is wavelength dependant. Test grid tile sizes should be greater than or equal to 100 wavelengths by 100 wavelengths.

The local mean measurements made at each tile location shall be over a distance between 29 wavelengths and 100 wavelengths in order to smooth out Rayleigh fading. The determination of overall confidence level and interval resulting from the measurement ensemble is described in TSB88-A.

11.3 The coverage area will be measured by continuous reception of the CW test signal while moving throughout the coverage area, using a test antenna 3 feet from the floor, free of body blockage. Signal availability in 95% of the coverage area grids, as specified by the receive signal threshold in the link budgets, will be deemed as acceptable coverage.

11.4 Test calls, test data transactions, and test paging messages shall be made for different carriers at the same location to verify that no interference occurs on any carrier at any location within the required coverage area. Test measurements shall be made to verify that the signal level meets or exceeds the levels as specified in the established link budgets.

12. Test Plan Criteria

12.1 The Contractor shall perform all tests on the System. Performance verification and on-site endurance testing must be completed on the entire System before the DAS and WiFi network will be considered completed. The complete System must be tested and it must be demonstrated that all specified features and performance criteria have been met. All requirements of the specification shall be tested. The tests will clearly demonstrate that the system and its components fully comply with the requirements of the original RFP.

12.2 The test plan shall identify each service and demonstrate its accurate operation. If any service fails testing, the Contractor shall immediately notify the Department of the problem and the Contractor will correct the problem. The test plan shall be submitted to the Department for review and approval a minimum of twenty (20) standard business days prior to the scheduled start of the test. The preliminary test plan will be approved, approved with corrections or rejected and returned to the Contractor within ten (10) standard business days. The Contractor will submit the final corrected test plan no less than ten (10) business days prior to the scheduled start of the test.

12.3 The test plan for each phase of testing shall include details of the objectives of all tests. All test plans shall contain at least:

- o Purpose of test
- o Test procedures
- o Interconnection diagram of equipment under test
- o Expected results
- o Test results
- o Record of test results with signature of engineer performing test, signature of witness, and date performed
- o Pass or fail evaluation with comments

12.4 Test procedures will be the means by which all specified tests are executed. The procedures will be divided into logical sections and each section will contain at least: a statement of purpose so that the goals and methods of the testing can be understood, a specification of the hardware/software to be tested

in that section, and a specification of the software and hardware required to execute that section. Test procedures will conform to all specification requirements. Satisfactory completion of the test procedure is necessary for System acceptance. The test procedures for each test shall be submitted to the Department for review and approval a minimum of twenty (20) business days prior to the scheduled start of the test. These preliminary test procedures will be approved, approved with corrections or rejected and returned to the Contractor within ten (10) days. The Contractor will submit the final corrected test procedures no less than ten (10) days prior to the scheduled start of the test. The Contractor shall provide six copies for the proposed test plan/procedures for each testing phase for the review and approval of the Department.

13. Implementation Cutover & Final Testing

13.1 The Contractor shall coordinate with the Department and other organizations for a successful implementation of services. The Contractor shall provide the Department with a detailed implementation cutover plan that includes procedures for tracking the status of activities and for escalating issues and problems to the appropriate authority for resolution within sixty (60) standard business days after award of contract. The implementation cutover plan will provide detailed methods and plans for converting the existing carriers and the Department from the current environment to the DAS. This plan shall include a description of any expectations of the Department and the time frame desired for these activities. The plan timeline shall provide adequate time and notification allowing the Department to coordinate desired activities with tenants, contractors, subcontractors, security personnel, and the Contractor's team.

13.2 The cutover/ implementation for all services shall occur within forty-five (45) business days of DAS equipment acceptance. The Department shall be notified a minimum of two weeks in advance of all cutovers and shall have the option of attending and observing all cutovers. Cutover/implementation shall take place during non-peak hours, as determined by Department Operations, and should be as seamless as possible to allow for continued customer service and the least possible downtime for carriers. The Department shall be the sole determinate in deciding if the cutover has been successful. If the results of cutover testing are deemed acceptable by the Department, the Contractor shall begin final System acceptance testing.

13.3 The Contractor's implementation cutover plan shall include a test plan that provides the overall approach to testing transmission performances for each service and carrier during service installation, and explicit service-specific processes and procedures that shall be employed for testing. The plan will also state the system configuration applicable to each test. The Contractor will conduct cutover testing for each carrier during the service implementation. For each test, the Contractor shall prepare a test report document, which shall certify successful completion of that test. The test report shall be submitted to the Department, or designee, for review and acceptance within seven days following successful completion of that test. The test report shall contain at a minimum:

- o Commentary on test results
- o A listing and discussion of all discrepancies between expected and actual results and of all failures encountered during the test and their resolution.
- o Signatures of persons who performed with and witnessed the test

- Upon completion and review of all testing requirements and acceptance of all system documentation and deliverables, the Department shall notify the Contractor to begin final acceptance testing.

EXHIBIT C
APPENDIX A

Scope of Work for Parking Garage and Campus Coverage

1. **Overview**

This document provides the scope of work to furnish and install a distributed antenna network (DAS) and WiFi network within to provide coverage in the parking garage and within the campus for the Airport as defined below.

The DAS/WiFi network provides in-building cellular voice and data and wireless unlicensed 802.11 data communications using a distributed-antenna-system “hub and spoke” architecture to feed services from the head end (Telecom Building) via the Main Comm Room 1479 in the Terminal Building to coverage areas throughout the airport. This Appendix is specific to that portion of the System that will be used to cover a portion of the airfield (for WiFi) and the two lower floors of the parking garage (for DAS/WiFi). Coverage is provided by a combination of antennas, coaxial cabling, fiber optic cabling, CAT5/6 cabling, and electronic distribution equipment as defined in the following sections.

2. **Configuration**

A configuration diagram of the parking garage is provided as an attachment to this document (2 sheets at the end of the document)

3. **Project Work by Locations**

The following sections provide a detailed work breakdown for this project.

3.1.1 ***Comm Room 1479 (old F106)***

The following defines the work to be performed by Concourse and its subcontractors for this location:

1. Provide and Install airport-approved fiber termination panel/module to terminate the 12-strand fiber in SC/APC bulkhead connections.
 1. Install a Cisco Catalyst Switch in a rack as appointed by ABIA
 2. Install Andrew Britecell DAS equipment in an existing rack as appointed by ABIA
 3. Install fiber and coaxial jumpers between the equipment and the fiber distribution panels

3.1.2 ***Interconnect: Comm Room 1479 (old F106) to Garage Comm Room 2nd Level***

The following defines the work to be performed by Concourse and its subcontractors between these locations:

1. Provide and Install one 12-strand SMF between these two locations using existing conduit.
2. Test fiber and connections once both ends are terminated.

3.1.3 Comm Room, 2nd Level, Parking Garage

The following defines the work to be performed by Concourse and its subcontractors for this location:

1. Provide and Install airport-approved fiber termination panel/module to terminate the 12-strand fiber from 1479 with SC/APC bulkhead connections.
2. (If existing rack space is not available, and power is not available): Provide and Install a new relay rack and provide 110V-15A power to the rack.
3. (If existing rack space is not available): Provide and Install overhead cable tray as necessary to interconnect the new rack to the old racks to permit fiber jumpers between racks.
4. Install a Hubbell fiber splice panel type FSS01 with a STRAY24F splice wallet (see **Figure 1**) in the existing or new rack (per item 2 above).
5. Provide and Install Qty 12 Fusion splice pigtails between the two new 12-strand fibers (6 of each, with 6 spare each) that feed the new remote locations in the garage (see Items 4.1.6 and 4.1.7)**. The pigtails must be of sufficient length to reach the fiber termination panel mounted in item 1 above. It is suggested that pre-made SC/APC single-mode fiber jumpers be purchased and cut in half to make sets of pigtails.
 1. Install a Cisco Catalyst Switch in the existing/new rack
 2. Connect fiber pigtails terminated to the patch panel

** It is recommended by Andrew Corporation, the maker of the DAS equipment, that direct fiber spliced pigtails be used to minimize the losses and potential other problems caused by too many bulkhead connections.

3.1.4 Interconnect: Comm Room 2nd Level to 1st Level East Hub Location

The following defines the work to be performed by Concourse and its subcontractors between these locations:

1. Provide and Install one 1" conduit (approximately 90')
2. Provide and Install one 12-strand SMF.
3. Test fiber and connections once both ends are terminated.

3.1.5 Interconnect: Comm Room 2nd Level to 1st Level West Hub Location

The following defines the work to be performed by Concourse and its subcontractors between these locations:

1. Provide and Install one 1" conduit (approximately 330')
 2. Provide and Install one 12-strand SMF.
 3. Test fiber and connections once both ends are terminated.
-

3.1.6 **West Hub Location, Garage, 1st Level**

The following defines the work to be performed by Concourse and its subcontractors between these locations:

1. Install one wall-mount cabinet (Chatsworth Cube-IT Plus, model 11901-x48) on the south wall underneath the automobile ramp. The size of the cabinet is 48" tall x 24" wide x 24" deep.
2. Provide and install 110V-20A circuit inside the enclosure, with a duplex outlet at the top of the box on the fixed, wall-mounted section at the rear of the enclosure.
3. Install a Hubbell fiber splice panel type FSS01 with a STRAY24F splice wallet (see **Figure 1**) in the cabinet.
4. Provide and Install Qty 6 Fusion splice pigtails of sufficient length to reach all points within the enclosure (minimum 3-foot length) It is suggested that pre-made SC/APC single-mode fiber jumpers be purchased and cut in half to make sets of pigtails.
5. From this cabinet location, install 1-inch conduit to qty 8 (eight) antenna locations as detailed in the attached diagrams. Four antennas will be on the second floor and 4 antennas will be on the first floor. Approximate length of conduit needed is 1900 feet
6. At each antenna location, provide and install 1 Square-D 18" x 18" x 6" box. The conduit will terminate into this box.
7. Provide and install 2xCAT5/6 cables between the Hub cabinet and each antenna Square-D box. Approximate length of CAT5/6 cable needed is 3800 feet. Terminate both CAT5/6 cables on both ends using the 568B pin out.
8. Test the CAT5/6 cable for integrity
9. Label all CAT5/6 cables to define their specific location in the garage (by floor and by location (column/row, etc)
10. At each antenna location, install one Cisco Access Point inside the Square D box. On the lid of the box, attach one Andrew CellMax-o-25 antenna (See **Figure 3a**) and one Maxrad/PCTel MCD2400PT WiFi antenna (See **Figure 3b**) which will be connected to the Cisco Access Point.

RADIAX Install

11. Once the conduit is installed to the each antenna location, 7/8" RADIAX cable will be installed to provide connectivity between the hub cabinet and each antenna location. The RADIAX will be attached to the 1" conduit using back-to-back self-locking hanger assemblies spaced at approximately 4-foot intervals (See **Figure 4**). The RADIAX (See **Figure 5**) cables will terminate near the top of the hub cabinet. Coaxial jumpers will be installed between the cabinet and the ends of the RADIAX. At the antenna Square-D box, the RADIAX will terminate within 1 foot of the box, and again a coaxial jumper will be installed for the interconnect between the end of the RADIAX and the pigtail of the CellMax antenna inside the box.
 12. Each RADIAX Cable (8 routes) will be terminated on each end with L5NF female connectors.
-

13. Label all RADIAX cables to define their specific location in the garage (by floor and by location (column/row, etc)
14. End-to-end test the RADIAX cable for integrity
 1. Install a Cisco Catalyst Switch in the Chatsworth cabinet.
 2. Install a Systemax POE Injector in the Chatsworth cabinet.
 3. Install the Andrew Britecell DAS equipment in the Chatsworth Cabinet (**Figure 6**) Interconnecting the fiber, coax, and CAT6 cabling within the Chatsworth rack to turn up the equipment
 4. Test the equipment and coverage

3.1.7 East Hub Location, Garage, 1st Level

The following defines the work to be performed by Concourse and its subcontractors between these locations:

1. Install one wall-mount cabinet (Chatsworth Cube-IT Plus, model 11901-x48) on the south wall underneath the automobile ramp. The size of the cabinet is 48" tall x 24" wide x 24" deep.
2. Provide and install 110V-20A circuit inside the enclosure, with a duplex outlet at the top of the box on the fixed, wall-mounted section at the rear of the enclosure.
3. Install a Hubbell fiber splice panel type FSS01 with a STRAY24F splice wallet (see **Figure 1**) in the cabinet.
4. Provide and Install Qty 6 Fusion splice pigtails of sufficient length to reach all points within the enclosure (minimum 3-feet length) It is suggested that pre-made SC/APC single-mode fiber jumpers be purchased and cut in half to make sets of pigtails.
5. From this cabinet location, install 1-inch conduit to qty 8 (eight) antenna locations as detailed in the attached diagrams. Four antennas will be on the second floor and 4 antennas will be on the first floor. Approximate length of conduit needed is 1900 feet
6. At each antenna location, provide and install 1 Square-D 18" x 18" x 6" box. The conduit will terminate into this box.
7. Provide and install 2xCAT5/6 cables between the Hub cabinet and each antenna Square-D box. Approximate length of CAT5/6 cable needed is 3800 feet. Terminate both CAT5/6 cables on both ends using the 568B pin out.
8. Test the CAT5/6 cable for integrity
9. Label all CAT5/6 cables to define their specific location in the garage (by floor and by location (column/row, etc)
10. At each antenna location, install one Cisco Access Point inside the Square D box. On the lid of the box, attach one Andrew CellMax-o-25 antenna (See **Figure 3a**) and one Maxrad/PCTel MCD2400PT WiFi antenna (See **Figure 3b**) which will be connected to the Cisco Access Point.

RADIAX Install

11. Once the conduit is installed to the each antenna location, 7/8" RADIAX cable will be installed to provide connectivity between the hub cabinet and each antenna location. The RADIAX will be attached to the 1" conduit using back-to-back self-locking hanger assemblies spaced at approximately 4-foot intervals (See **Figure 4**). The RADIAX (See **Figure 5**) cables will terminate near the top of the hub cabinet. Coaxial jumpers will be installed between the cabinet and the ends of the RADIAX. At the antenna Square-D box, the RADIAX will terminate within 1 foot of the box, and again a coaxial jumper will be installed for the interconnect between the end of the RADIAX and the pigtail of the CellMax antenna inside the box.
12. Each RADIAX Cable (8 routes) will be terminated on each end with L5NF female connectors.
13. Label all RADIAX cables to define their specific location in the garage (by floor and by location (column/row, etc)
14. End-to-end test the RADIAX cable for integrity
 1. Install a Cisco Catalyst Switch in the Chatsworth cabinet.
 2. Install a Systemax POE Injector in the Chatsworth cabinet.
 3. Install the Andrew Britecell DAS equipment in the Chatsworth Cabinet (**Figure 6**) Interconnecting the fiber, coax, and CAT6 cabling within the Chatsworth rack to turn up the equipment
 4. Test the equipment and coverage.

3.1.8 Main Terminal Roof Installation

The following defines the work to be performed by Concourse and its subcontractors at this location:

1. Provide and Install one non-penetrating roof mount (sled) of similar type and design of existing sleds used for VHF communications. The Sled shall be mounted near the center, south edge of the uppermost roof of the main terminal building
2. Install one 3' panel antenna to the sled near the top of the pole and one pole-mount box (approx 12" x 12" x 10"). From the box, route one armored cable (containing a minimum of 4 CAT5/6 cables) to the nearest telecom room and to an ABIA appointed cabinet location where future WiFi equipment will be installed.
3. Install one 2.4/4.9 Mikrotik Access Point within the pole mount box and connect to one of the CAT5 cables.
4. Ground the cabling and equipment per standards/ industry-accepted methods.
5. Test Coverage.

3.1.9 Beacon Tower Installation

1. Install three 3' panel antennas and one Point-to-Point to the tower at approximately 125' and one pole-mount box (approx 18" x 12" x 10"). The Point-to-Point antenna will need to be aligned with the Communications Tower (see 4.1.10). From the box, route one
-

armored cable (containing a minimum of 4 CAT5/6 cables) secured to the tower to the base building where equipment will be installed to power the APs.

2. Terminate all 4 CAT5 cables on both ends
3. Install three 2.4/4.9 APs inside the box and connect with jumpers to the antennas (2 jumpers per antenna). Connect one of the CAT5 cables to each AP.
4. Ground the cabling and equipment per standards/ industry-accepted methods.
5. Install POE equipment at nearest power source at the base of the tower in the building/shelter to provide power to the APs.
6. Test Coverage.

3.1.10 Communications Tower Installation

1. Install three 3' panel antennas and one Point-to-Point to the tower at approximately 125' and one pole-mount box (approx 18" x 12" x 10"). The Point-to-Point antenna will need to be aligned with the Beacon Tower (see 4.1.9). From the box, route one armored cable (containing a minimum of 4 CAT5/6 cables) secured to the tower to the base building where equipment will be installed to power the APs.
2. Terminate all 4 CAT5 cables on both ends
3. Install three 2.4/4.9 APs inside the box and connect with jumpers to the antennas (2 jumpers per antenna). Connect one of the CAT5 cables to each AP.
4. Ground the cabling and equipment per standards/ industry-accepted methods.
5. Install POE/Switch equipment at nearest power source at the base of the tower in the building/shelter to provide power and connectivity to the APs.
6. Test Coverage.

3.1.11 Vehicle Installation

1. Provide and install 2.4/4.9 Radios for up to 25 ABIA vehicles. Equipment will include a radio, mounting bracket and two magmount antennas for each vehicle to be equipped.
-



FSS01 - 1U



10" STRAY24F

Figure 1: Hubbell Spice Tray/Panel



Figure 2: Chatsworth Cube-IT Wall Mount Cabinet

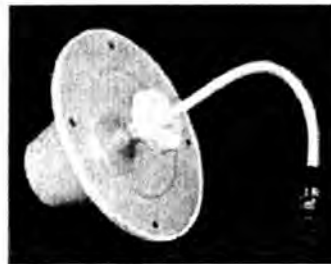


Figure 3a: Andrew Cellmax antenna



Figure 3b: Maxrad WiFi Antenna

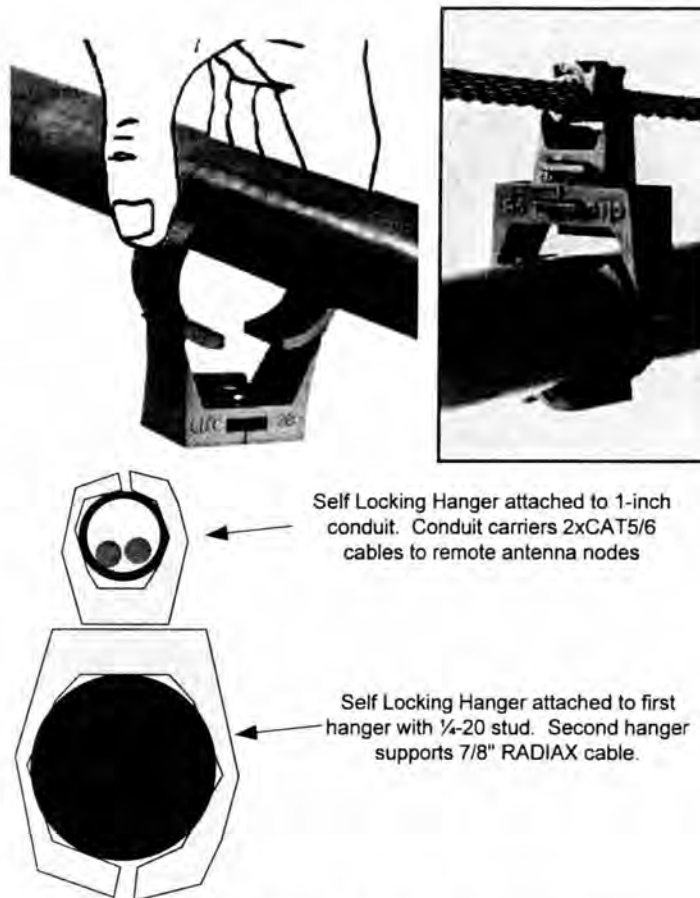


Figure 4: RADIAX Self Locking Hanger assembly
(Similar to messenger configuration shown in photo above)

RXL5-1RN-B	RADIAX® Coaxial Radiating Cable, 50–2500 MHz, 7/8 in, black non-halogenated, fire retardant polyolefin	
CHARACTERISTICS		
Jacket Material:	Non-halogenated, fire retardant polyolefin	
Dielectric Material	Foam PE	
Inner Conductor Material	Copper tube	
Jacket Color	Black	
Outer Conductor Material	Slotted corrugated copper	
Nominal Size	7/8 in	
Outer Conductor OD	24.892 mm 0.980 in	
Diameter Over Jacket	28.194 mm 1.110 in	
Cable Weight	0.33 lb/ft 0.49 kg/m	

Figure 5: RADIAX Cable Specifications

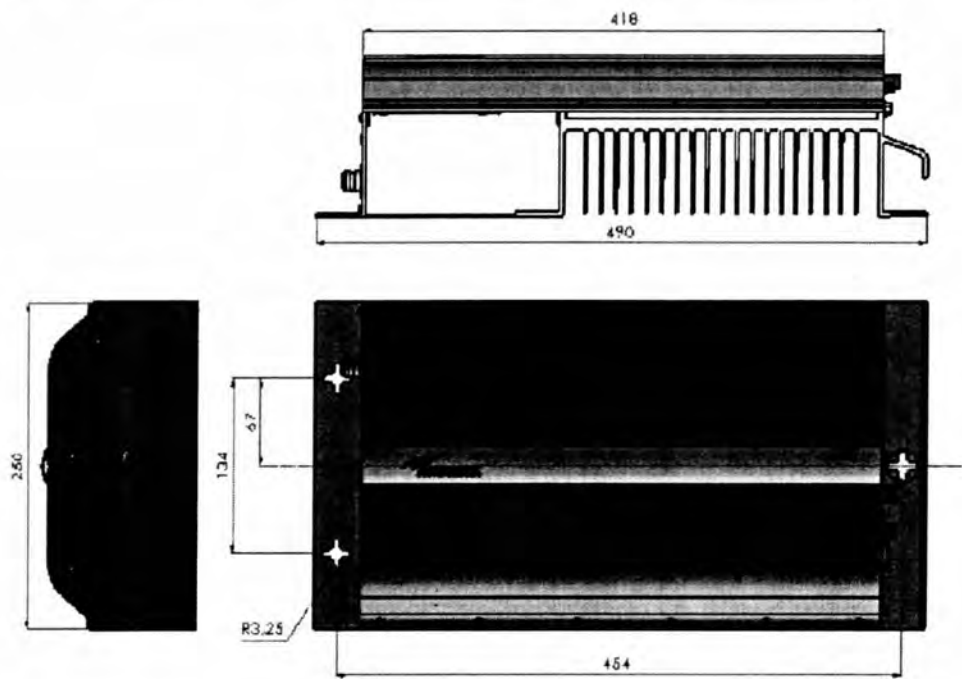
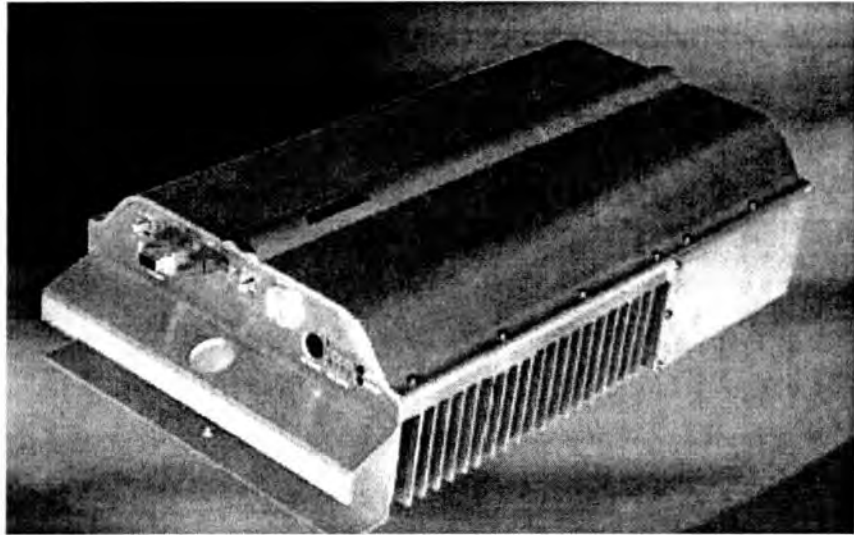


Figure 6: Andrew Britecell TFAH-US5B (Dimensions in mm)

4. Pricing

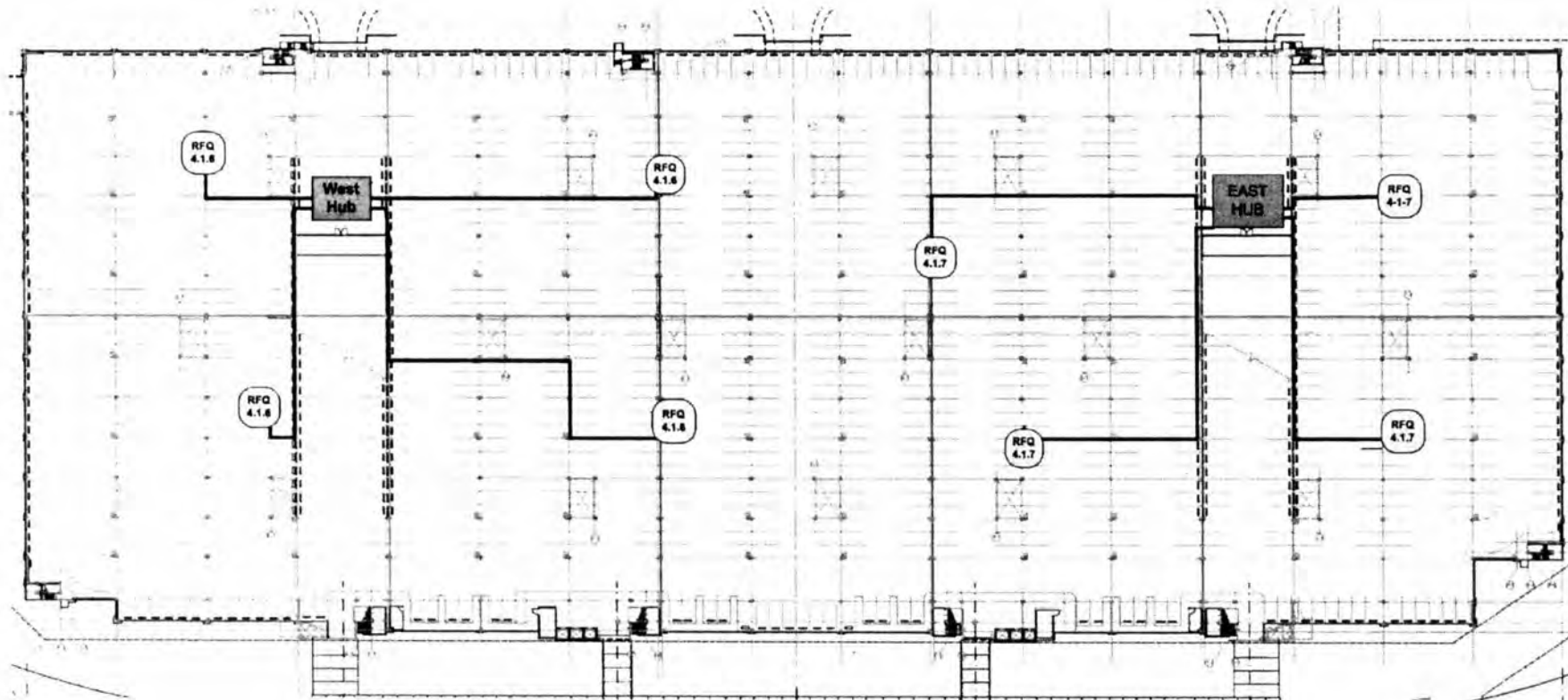
The following is the cost breakdown based on the scope of work in this Appendix A.

COST ESTIMATE FOR AUSTIN PROJECT		Garage	Campus	TOTALS
DAS Materials		\$ 52,851	\$ -	\$ 52,851
DAS Installation		\$ 55,415	\$ -	\$ 55,415
DAS Design Labor/Subsystemence		\$ 12,000		\$ 12,000
DAS Taxes	9%	\$ 4,757	\$ -	\$ 4,757
DAS Shipping	6.0%	\$ 3,171	\$ -	\$ 3,171
DAS Contingency	10%	\$ 10,827	\$ -	\$ 10,827
SUBTOTAL		\$ 139,019	\$ -	\$ 139,019
WiFi Materials		\$ 21,711	\$ 40,242	\$ 61,954
WiFi Installation		\$ 10,323	\$ 24,725	\$ 35,048
WiFi Design Labor/Subsystemence		\$ 6,000	\$ 6,000	\$ 12,000
WiFi Taxes	9%	\$ 1,954	\$ 3,622	\$ 5,576
WiFi Shipping	6.0%	\$ 1,303	\$ 2,415	\$ 3,717
WiFi Contingency	10%	\$ 3,203	\$ 6,497	\$ 9,700
SUBTOTAL		\$ 44,495	\$ 83,500	\$ 127,995
FULL PROJECT BUILD:		\$ 183,514	\$ 83,500	\$ 267,015

SCOPE OF WORK



ATTACHMENT: Garage Level 1



ATTACHMENT: Garage Level 2

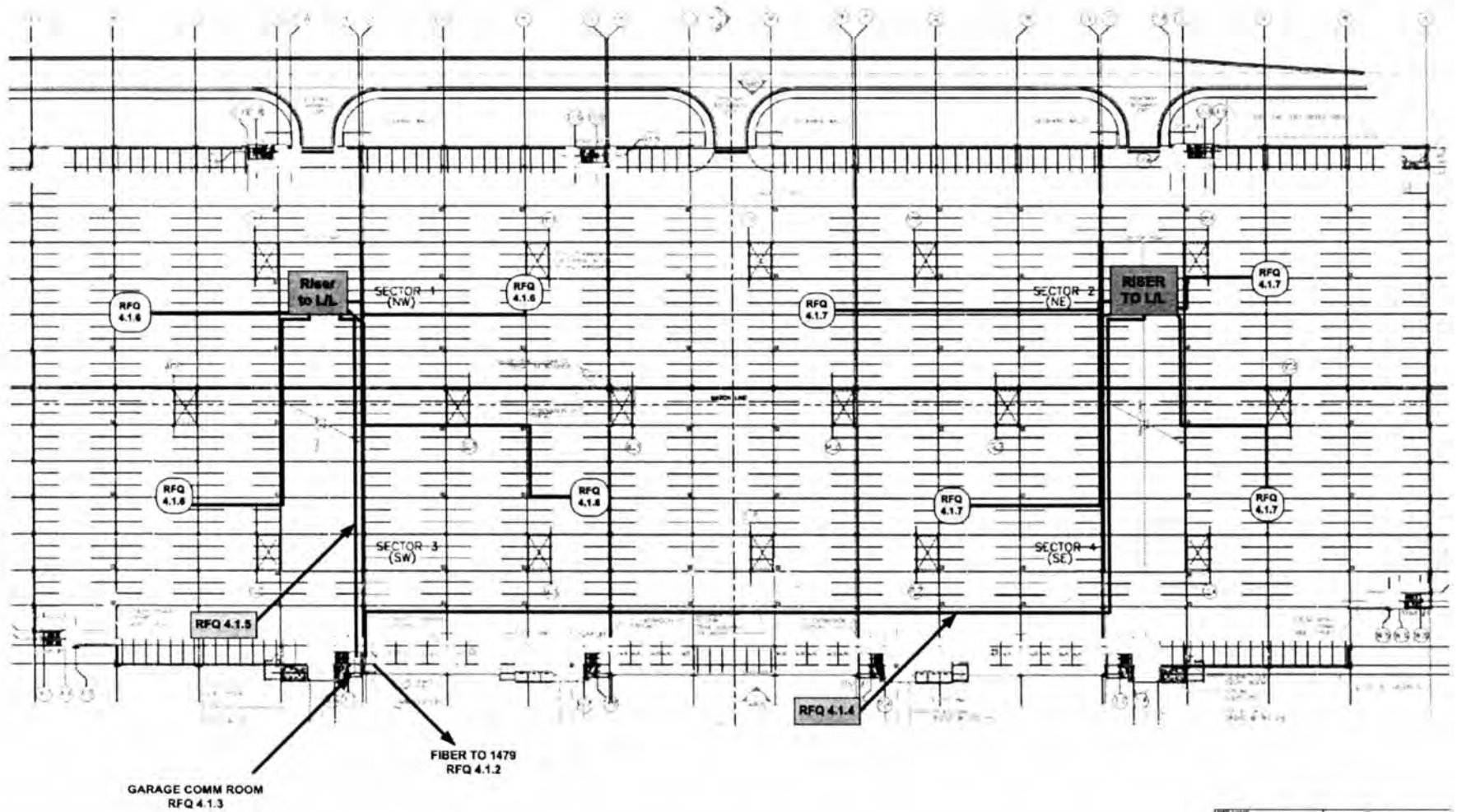


EXHIBIT D
AIRPORT DESIGN AND DEVELOPMENT GUIDE (EXERPTS)

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT DESIGN & DEVELOPMENT GUIDE

Volume I

A. Austin-Bergstrom International Airport Design And Development Manual

December 10, 1997

Volume II

A. Passenger Terminal Facility Tenant Design Guidelines

November 16, 1997

Volume III

A. Water Distribution Master Plan

March 17, 1994

B. Wastewater System Study

March 18, 1994

C. Master Drainage Plan

January 1995

D. Hydrologic And Hydraulic Calculations For Master Drainage Plan

October 25, 1994

E. Landscape Schematic Development Plan

May 1, 1997

F. Austin-Bergstrom International Airport Utility Corridor Plan

December 3, 1997

G. Ordinance 94-1117-L: Site Development Plan For Austin-Bergstrom International Airport

November 17, 1994

H. Opening Day Plan

Dated per CADD

Volume IV

A. Austin-Bergstrom International Airport Security Program

April 1, 1997

**B. Austin-Bergstrom International Airport Construction
Safety Procedures Manual**

June 1, 1995

Volume V

A. Austin-Bergstrom International Airport CADD Standards

May 1996

B. Guidelines For A Sustainable New Austin Airport

April 22, 1994

C. Final Report Of The New Austin Terminal Task Force (Excerpt)

April 22, 1994



**AUSTIN-BERGSTROM
INTERNATIONAL AIRPORT**

DESIGN AND DEVELOPMENT GUIDE

VOLUME II

**PASSENGER TERMINAL FACILITY
TENANT DESIGN GUIDELINES**



New Airport Project Team

January 9, 1998

1-9-1998

DESIGN AND DEVELOPMENT GUIDE

VOLUME II

PASSENGER TERMINAL FACILITY TENANT DESIGN GUIDELINES

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DESIGN AND DEVELOPMENT GUIDE

VOLUME II

PASSENGER TERMINAL FACILITY TENANT DESIGN GUIDELINES

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CHAPTER 8.0 AIRLINE TENANT DESIGN STANDARDS

8.1 LOCATIONS GOVERNED BY STANDARDS

Airline Tenant locations are identified in Chapter 1, exhibits 1.1, 1.2, and 1.3. Locations governed by these standards include: Baggage Claim Level - baggage service offices, and common use baggage claim areas. Concourse Level - ticketing counters, ticketing offices, curbside check-in, and holdrooms (including gate counters, back screens, ticket lift counters, portals, and holdroom seating).

8.2 GENERAL CRITERIA / PROHIBITIONS

8.2.1 Music

Background music is permitted in Tenant areas on either a temporary or permanent basis provided it is not audible in adjacent public or Tenant areas and it does not interfere with the Terminal's public announcement system.

8.2.2 Signing / Graphics

Tenants shall be responsible for individual signing and/or corporate logo application at the following locations as specified by these standards:

- Airline ticket counter back walls
- Baggage service office - interior walls
- At entrances to airline clubs

Airline name may appear in corporate typeface with logos and corporate colors on ticket counter back wall as shown in Exhibit EXH-8.1.

Tenants shall submit all proposed graphic materials indicating the location, size, materials, lighting, colors, typography, and method of attachment for all Tenant provided signing, graphics or corporate logos to be used within the tenant area to the D.O.A. for review and approval prior to installation.

Any display of permanent or temporary signing at any Tenant location ~~specifying~~ special airline promotions, pricing or schedule must be designed, constructed and executed with quality and professional standards of fabrication and shall comply with the provisions set forth in Chapter 1 and Chapter 2 of this manual.

Corporately produced graphics and proposed location and method for display for national or local promotions will be reviewed and approved by the D.O.A. prior to display.

All signage must comply with the provisions set forth in Chapter 7 of this manual.

8.3 CURBSIDE CHECK - IN

8.3.1 General Criteria

Curbside check-in podiums have been established at 4 locations along the enplaning or ticketing roadway as generally indicated on Exhibit EXH-1.3. Two podiums are provided at each location. Podiums are

28-50

typically 7'-0" x 3'-3" x 4'-1 1/2"H. Refer to Exhibits EXH-8.6 and EXH-8.7 for detailed information. Tenants are responsible for providing inserts, equipment and agent - side counter tops as required for their individual operations. The agent-side counter tops shall be plastic laminate, the color shall match - PL-2, Formica #837-58, graphite, matte finish. The sides of the podiums have been trimmed in stainless steel. All tenant provided counter tops shall be installed to ensure that the unfinished interior surfaces of the casework at the sides and back are enclosed from view. It is the Tenants responsibility to field verify lengths and depths of podiums to ensure that all inserts and counter tops fit snugly and securely.

8.3.2 Signing / Graphics

Podium:

Airline identification will be provided on the check-in podiums as a part of the base building. Signage is a flag type sign attached to the side of the podium as shown in Exhibit EXH-8.14.

FAA Required Signage:

FAA required signage at the curbside podiums will be provided as a part of the base building. (refer to Exhibit EXH-8.14 for locations). Any modifications to the FAA required signage is strictly prohibited. It is the Airline tenant's responsibility to maintain compliance with all Federal Laws.

Prohibitions:

No signing or graphics will be permitted on the metal panel system refer to exhibit EXH-8.15. Any modifications to provided signage must be approved by the D.O.A.

8.4 AIRLINE TICKET COUNTERS AND BACKWALLS

8.4.1 General Criteria

As apart of The Terminal Construction package ticket counters and baggage wells will be built out following preapproved plans by each Airlines appointed representative.

The Tenant shall provide all inserts, equipment, wiring, and agent-side counter tops. The agent - side counter top shall be constructed of plastic laminate, the color of which shall match Formica,#837-58, graphite, matte finish. The ticket counter side enclosures have been trimmed in stainless steel. All Tenant provided counter tops shall be constructed and installed to ensure that unfinished interior surfaces of the casework at the sides and back are enclosed from view.

The Tenant shall verify the specific conditions of their individual lease area at ticket counter locations with the most current millwork drawings. It is the Tenant's responsibility to verify length and width of ticket counters to insure all Tenant provided inserts and counter tops fit snugly and securely.

8.4.2 Signing / Graphics

Stainless steel, pin mounted overhead signage will be provided by the DOA as shown in EXH-8.1. Tenants may display airline identification and / or corporate logos at the backwall behind the ticket counter as indicated in EXH-8.1. Signing shall be uniform, non-illuminated with materials, topography, logo size and colors selected by the tenant and developed within the dimensions shown in EXH-8.1. Signage is not permitted on the east and west end walls in the ticket lobby.

The airline identification and / or corporate logo may be displayed within the full width of the Tenant's lease frontage. Signage, however, is not permitted on the doors leading into the airline ticket offices, or at the baggage belt decline enclosures.

No additional signing, graphics and / or display of corporate logos will be permitted on the ticket counter casework, baggage wells or baggage belt decline enclosures in the ticketing lobby.

Queue Control Signing: The D.O.A. will provide rotating 4 sided Visiontron signs at each ticket counter. The Tenant shall provide the inserts. All inserts shall be Visiontron's standard black back ground with white type. Refer to 2.1.5 for additional queue control standards.

8.4.3 Automatic Ticket Sales Machines

Space for automatic ticket sales machines has been provided locations requested by each Airline Tenant's representative. Each tenant shall verify the specific conditions of all positions with either the most current terminal drawings and / or through inspection of field conditions to ensure suitability of their individual inserts.

Inserts shall be incorporated into the ticket counter as shown on exhibit EXH-8.16. The base of the unit shall align with the base of the bag wells and match in finish. The exposed sides of the unit shall be non-directional, fine grain, satin finish, stainless steel. Each unit shall be inserted such that they are flush with the face of the adjacent ticket counters.

Signing shall be uniform, non-illuminated with materials, topography, logo size or colors to be selected by the tenant. ADA plaques similar to those shown in Exhibit EXH-8.17 shall also be provided. Proposed automatic ticket machines and signage shall be reviewed and approved by the D.O.A. prior to installation.

8.5 AIRLINE CLUBS

8.5.1 Design Control Zone

Airline Clubs are located on the Mezzanine Level of the Terminal. Access to the clubs is provided by both stairs and elevators. The Clubs have perimeter wall with views of the concourse circulation. Design Control Zones have been established for the perimeter of the club and the lobby entry area.

Tenants are encouraged to review any individual design concerns regarding the Design Control Zones with the D.O.A. prior to initiating design work as well as during the development of their planning and construction documents to ensure their final design meets with the approval of the D.O.A.

Exhibits EXH-8.18, EXH-8.19 and EXH-8.10 generally describes the Design Control Zones. Architectural treatment in the zones identified shall be limited to the design criteria established by these standards. Tenants shall review the most current Terminal building construction documents available and / or inspect actual conditions to insure that the design of club spaces coordinated with anticipated or existing conditions.

8.5.2 Window Treatments

The D.O.A. will provide the building standard mini-blinds for the perimeter walls along the length of the mezzanine block. In an effort to bring harmonious aesthetics to the interior window wall, the Tenant may not modify, remove or change the provided mini-blinds.

8.5.3 Ceilings

Unless otherwise noted, all installed overhead sprinkler, electrical, plumbing and HAVC components will permit a minimum ceiling height of 8'-6". Tenants shall coordinate the design of the club ceiling with any building mechanical systems that cross their space.

8.5.4 Lighting

Daylight levels within the Terminal will vary, therefore Tenants are encouraged to consider the use of dimmers in their club areas to allow greater control of illumination levels.

Illumination levels in airline clubs shall not exceed 50 footcandles. This is to maintain consistent light levels and prohibit any appearance of these spaces as bright spots when viewed from the concourse level.

No lighting may be incorporated into the perimeter ceiling soffit within the design control zone. Refer to Exhibit EXH-8.18

8.5.5 Wayfinding to Clubs

Club patrons may reach the clubs through either the open (monumental) stairs from the concourse or from the adjacent passenger elevator.

Signage will be provided at the base of the monumental stairs as apart of the base building refer to Exhibit EXH-8.21.

8.5.6 Club Lobby / Entry Criteria

Exhibits EXH-8.22 through 8.25 depicts the entrance elevations to the Airline Clubs. Airline Tenants may develop club entries as noted in the plan drawings and based on the following design criteria:

1. If the Tenant elects to provide a transparent entry door, the airline club lighting adjacent to the entrance shall not exceed 50 footcandles. This is to maintain consistent light levels within the lobby and prohibit any appearance of the club spaces as being bright spots above the concourse.
2. All Airline identification and/or display of corporate logo must be incorporated into the entrance itself. No airline identification or logo will be permitted on the wall surfaces of other adjacent areas.
3. Additional lighting will not be permitted at the exterior entrance wall.
4. Tenant signage shall not be illuminated.

8.6 BAGGAGE SERVICE OFFICES

8.6.1 General Criteria

Baggage Service offices occur in the Bag Claim Level of the Terminal as shown in Exhibit EXH-8.26.

8.6.2 Design Control Zone

The design control zone encompasses all areas visible to the public.

In an effort to provide aesthetic consistency in the claim lobby, while allowing the Tenant to address their individual needs the following criteria for the Bag Claim Offices has been established:

1. Any temporary display fixtures intended for use on top of the counter for brochures or other airline literature, as well as any advertising promotional materials, posters and other wall mounted material shall comply with Chapter 7 and be subject to review and approval by the D.O.A.
2. The baggage service office lighting shall not exceed 100 footcandles. This is to maintain consistent light levels within the baggage claim lobby and prohibit any appearance of these service offices as bright spots when viewed from the public claim area.
3. No window treatment is permitted in the glazed storefronts.
4. General lighting is provided by the D.O.A. No additional lighting may be affixed to the walls or ceiling within the design control zone. No freestanding lighting will be permitted within the view of the public.
5. The D.O.A. will review and approve Tenant provided furnishing / fixtures/ equipment on a periodic basis. Tenants may be required to replace or repair worn, damaged, frayed, shabby or broken items.
6. Tenants are encouraged to maintain an uncluttered professional appearance in all areas visible to the traveling public.

8.6.3 Signing / Graphics

The D.O.A. will provide stainless steel pin mounted signage above each claim office on the concrete bulkhead (refer to EXH-8.26). Tenants may not alter this signage.

Airline logos and corporate identities may be displayed on the backwall of the office space. There are no restrictions to materials, typography, logo size or colors used however, signing and logos must meet the criteria set forth in Chapter 7 and are subject to review and approval by the D.O.A. Hours of operation display shall comply with Chapter 7.

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8.7 HOLDROOMS

8.7.1 General Criteria

The D.O.A. will provide all seating within the designated holdroom areas for all aircraft gates. Holdroom seating configurations have been prepared to identify seating locations and to locate casework elements.

The following criteria has been established for use of the holdroom area with regard to seating arrangements, public circulation paths, egress and queuing:

1. To the maximum extent possible, seating arrangements and podium locations occur so that an adequate space is reserved to accommodate departing queues, simultaneous departures at closely adjacent gates, as well as sufficient gathering area.. If possible, queuing is perpendicular to the gate.
2. Seating shall not occupy the zone immediately adjacent to the curtain wall. A minimum of 6'-0" is recommended.
3. Phone banks will be provided by the D.O.A. and are permanently located. Seating arrangements will accommodate these fixtures.
4. Seating arrangements shall allow clear access to exits, stairs, elevators, and life safety equipment.
5. Holdroom seating shall remain in the Holdroom area defined by the structural columns and demarcation created by the change in floor material.
6. Tenants shall be responsible for controlling passenger queuing at the gate counter so that it does not interfere with general passenger circulation. The Tenant shall have available queue control devices to employ during any and all scheduled peaks or unanticipated delays when excessive queues may form to prevent the queue from extending into adjacent circulation or public seating areas
7. Seating will be arranged perpendicular and parallel to the curtain wall. Diagonal arrangements are prohibited.

8.7.2 Casework

The D.O.A. will provide each gate with the building standard ticket lift counter (EXH-8.2 & 8.3), gate backwall with two monitors to display flight information (EXH-8.9 - 8.11), and portable podium (EXH-8.12 - 8.13). Tenants are responsible for providing inserts, equipment and agent - side counter tops as required for their individual operations. The agent-side counter tops shall be plastic laminate, the color shall match -PL-2, Formica #837-58, graphite, matte finish.

8.7.3 Signing / Graphics

Numerical gate identification will be displayed on the gate backwall (ref EXH-8.9). Airline name will be displayed on the monitors located in the gate backwall. No additional signing, graphics and / or display of corporate logo will be permitted on the counter, sides or back panel of the D.O.A. provided casework.

8-63

8.8 BAGGAGE CLAIM LOBBY

8.8.1 General Criteria

Except for airline identification at baggage service office, no other logo, signing or other graphics may be applied to any other surfaces, equipment or appurtenances within the claim area, including baggage claim devices, BIDS racks or monitors, or positive claim railing system if employed.

8.9 OTHER AIRLINE EQUIPMENT / FIXTURES

8.9.1 Advertising

Airlines may display airline promotional materials within the common use holdroom areas only. Promotional material shall comply with the standards set forth in Chapter 7. All promotional materials will be reviewed and approved by the D.O.A. before airline display will be permitted.

8.9.2 Loading Bridges

Airlines may not attach or install any temporary or permanent decals, graphics, signing, advertising posters, or other fixtures within the loading bridge, on either side of the door to the loading bridge, or the door itself or on the exterior of the bridge, bridge support or equipment attached thereto.

Interior loading bridge finishes will be provided by the D.O.A. Tenants may not alter these base building elements, or any materials or fixtures that fall within them. This includes floors, walls, doors or ceiling surfaces.

8.9.3 Miscellaneous

Any loose equipment used by any air carrier or contract employee thereof within public areas in and around the terminal will be reviewed and approved by the D.O.A. Such mobile equipment includes, but is not limited to hand carts, "bellman" carts, tubs, and wheelchairs. Such mobile equipment shall have factory of manufacturer installed bumpers on all exposed edges and semi-inflatable tires to prevent damage to interior and exterior wall and floor finishes.

Used equipment from other station locations is unacceptable. Airline Tenants shall review selections of such equipment with the D.O.A. prior to procurement and use.

8.9.4 Queue Control / Stanchions

Airline Tenants shall employ queue control devices during any and all scheduled peaks or unanticipated delays when excessive queues may form.

Queue control devices shall comply with the standards set forth in Chapter 2 of this manual.

8.9.5 FAA Signage Guidelines

FAA signs will be provided by the D.O.A. at D.O.A. provided casework locations and security checkpoints.

8.9.6 Other Casework

Individual airline Tenants may have specific requirements for special custom casework to support their individual operations in connection with "ticket-less" travel or other similar programs. Such casework shall be coordinated with the D.O.A. and developed in a vocabulary consistent with other casework. All such casework design and fabrication documents shall be reviewed and approved by the D.O.A. prior to procurement.

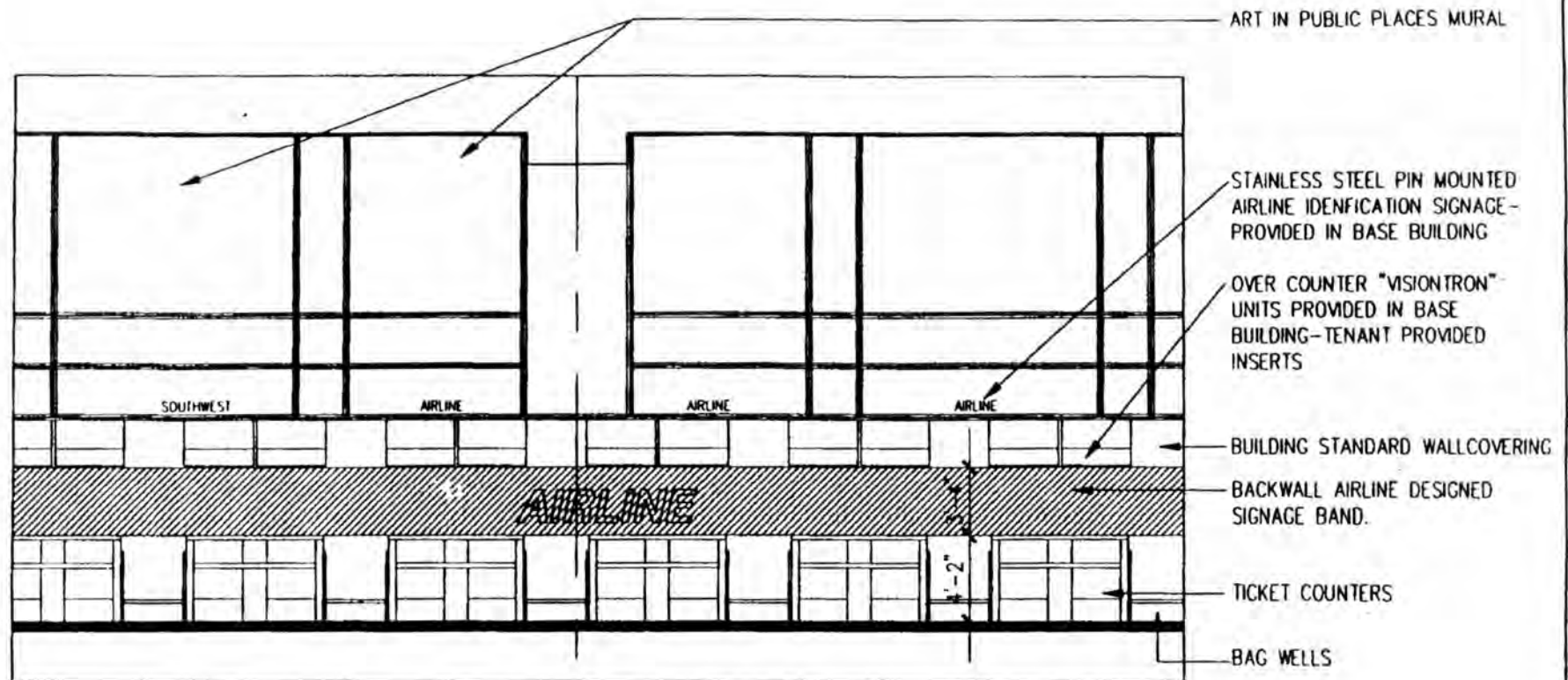
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SYMBOL	DESCRIPTION	SYMBOL		SYMBOL	
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(GL-2)	INTERIOR CLEAR	(ST-5)	ABSOLUTE BLACK - HONED FINISH	(PL-2)	FORMICA - GRAPHITE
(GL-3)	INTERIOR SANDBLASTED			(PL-7)	LAMINART - CHARCOAL
METAL		SOLID POLYMER		SIGNAGE COLORS	
(MT-2)	PTD. MT. - COLLEGE SILVER	(CR-1)	CORIAN - SIERRA - BURNT AMBER	1	BRICKTONE
(MT-3)	PTD. MT. - COLLEGE SILVER	(CR-3)	CORIAN - SIERRA - BURNT AMBER	2	PRUSSIAN PLUM
(MT-4)	NON DIRECTIONAL FINE GRAIN SATIN FINISH STAINLESS STL.			3	RIVER PEBBLE
(MT-7)	PTD. MT. - CHAMPAGE SPARKLE			4	GAUGIN YELLOW
(MT-9)	NON DIRECTIONAL FINE GRAIN SATIN FINISH STAINLESS STL.			5	OLIVE GREEN
				6	GRID GREY
FABRIC WALL COVERING		WOOD		NOTES	
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(FA-2)	MERIDA - SISAL - PUTTY	(WD-2)	HDF - CUSTOM COLOR TO MATCH PEARWOOD		
(FA-3)	XOREL - NEXUS 6425 - 02/51				
(FA-4)	DESIGN TEX - CADUIM - 6381-106				

THE PSP TEAM <small>Page Southward Page - Conner and Associates - Lindrum & Brown - Lawrence H. Speck Colura Kuhn & Hargrave Architects - Grimmer Incorporated - Burns & McDonnell Jander-Gumbert & Associates - Levens Orth & Kent - BGC Incorporated RLY Engineering Incorporated - Architecture Plus 808 West Avenue - Austin, Texas 78701 - 512 477-8721 - Fax 512 477-3214</small>	 NAPT NEW AIRPORT PROJECT TEAM DEPARTMENT OF AVIATION CITY OF AUSTIN	AUSTIN - BERGSTROM INTERNATIONAL AIRPORT	DRAWING DESCRIPTION: FINISH SYMBOLS LEGEND	DATE: 1 FEB 97 SCALE: NONE SHEET NO.:
		PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS		EXH-8.0

NAPT, Contract No. 11480C

Project Serial No. 00000

AP/CP No. 488-817-0011



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NEW AIRPORT PROJECT TEAM
 DEPARTMENT OF AVIATION
 CITY OF AUSTIN

AUSTIN - BERGSTROM INTERNATIONAL AIRPORT

PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

NAFT Contract No. 11600K

Permit Issue No. 00000

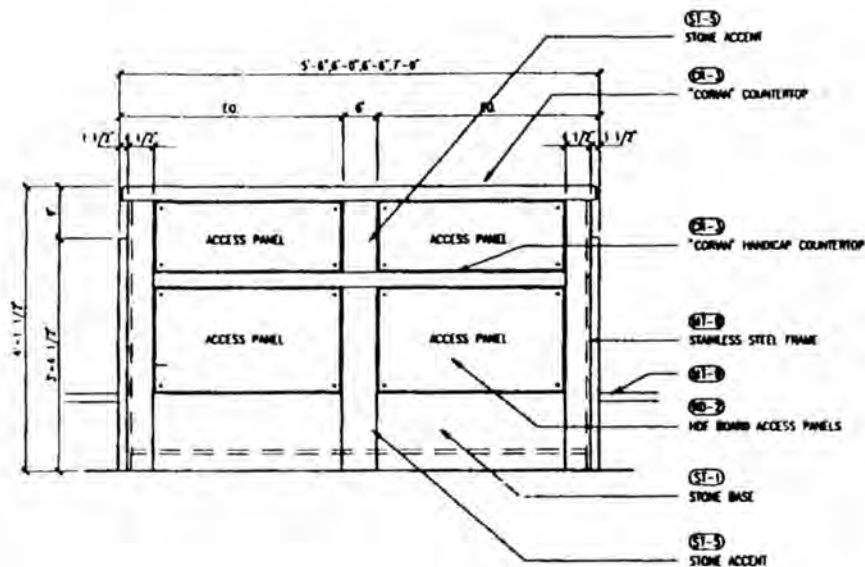
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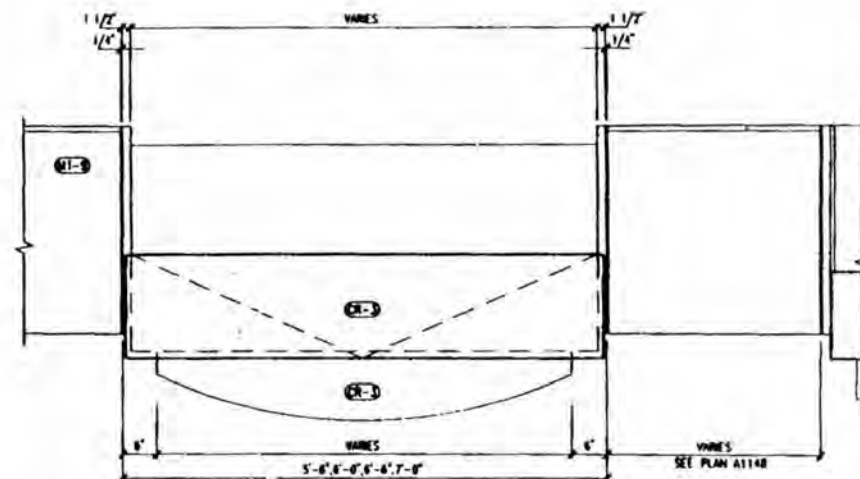
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**ELEVATION-TICKET COUNTER
TICKET LIFT STATION**

1

NO SCALE



**PLAN-TICKET COUNTER
TICKET LIFT STATION**

2

NO SCALE

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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

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TICKET COUNTERS &
TICKET LIFT STATION

DATE: 1 FEB 97
SCALE: NONE

SHEET NO.

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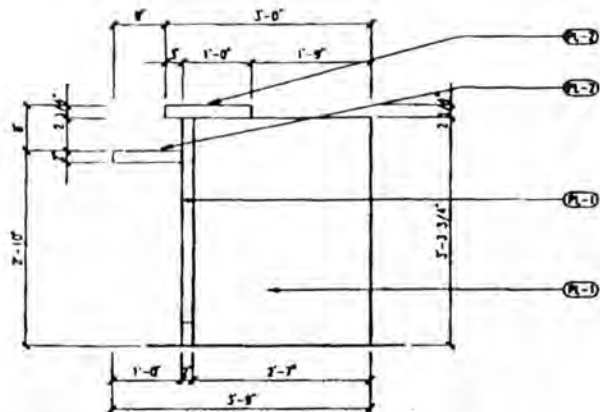
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Project Name No. 20000

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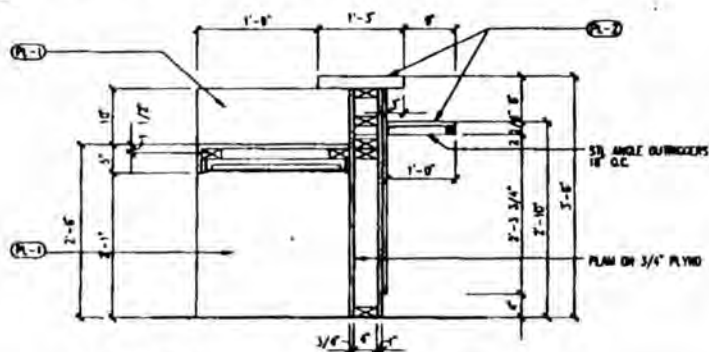


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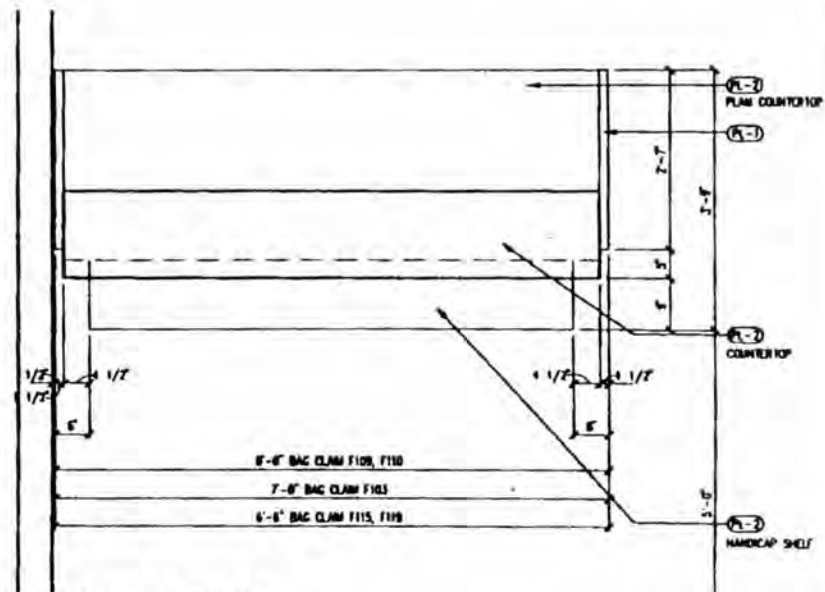
**3 SIDE ELEVATION
BAG SERVICE OFFICE**

NO SCALE



**1 SECTION
BAG SERVICE OFFICE**

NO SCALE



**2 PLAN VIEW
BAG SERVICE OFFICE**

NO SCALE

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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

NAPT Contract No. 14000C

Project Name No. 00000

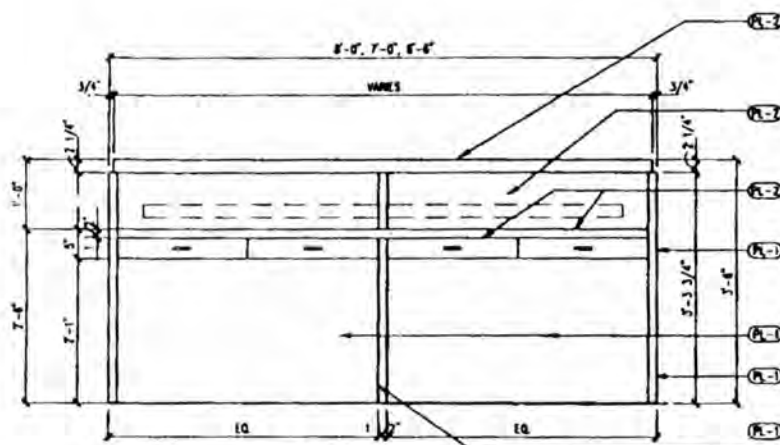
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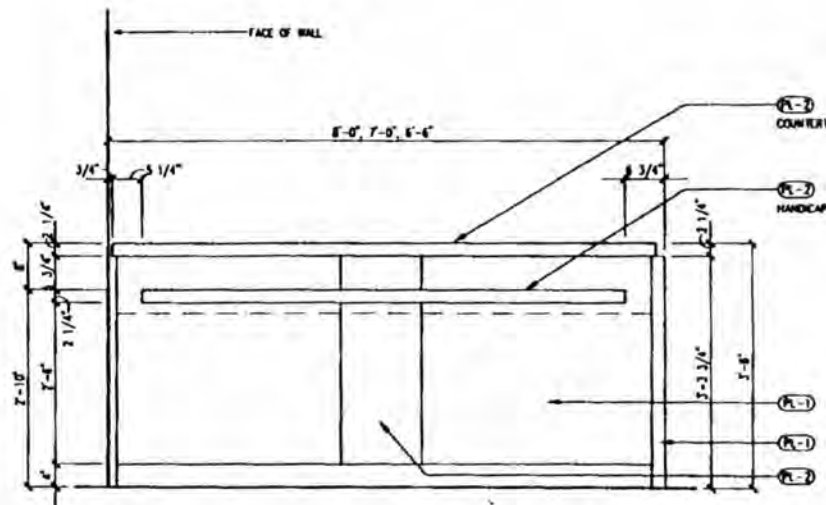
SHEET NO.

EXH-8.4



**REAR ELEVATION
BAG SERVICE OFFICE**

NO SCALE



**FRONT ELEVATION
BAG SERVICE OFFICE**

NO SCALE

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RLS Engineering Incorporated - Architecture Plus
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NAPT Contract No. T1888C

Permit Number 08008

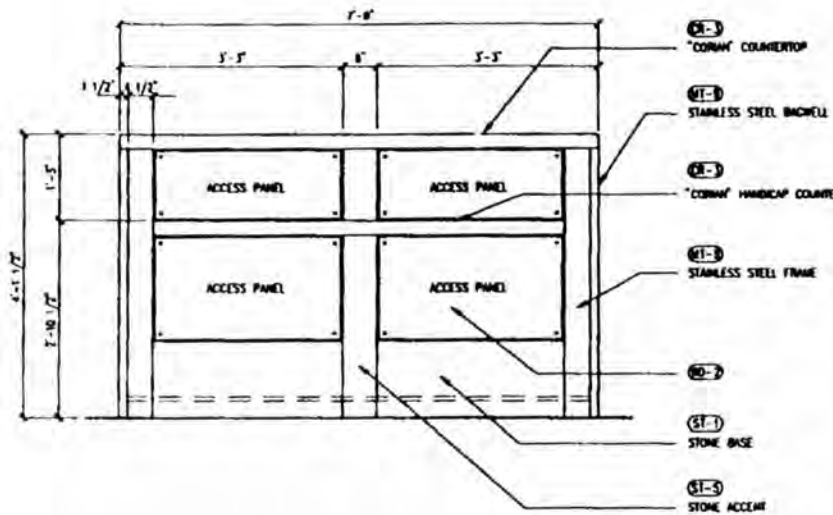
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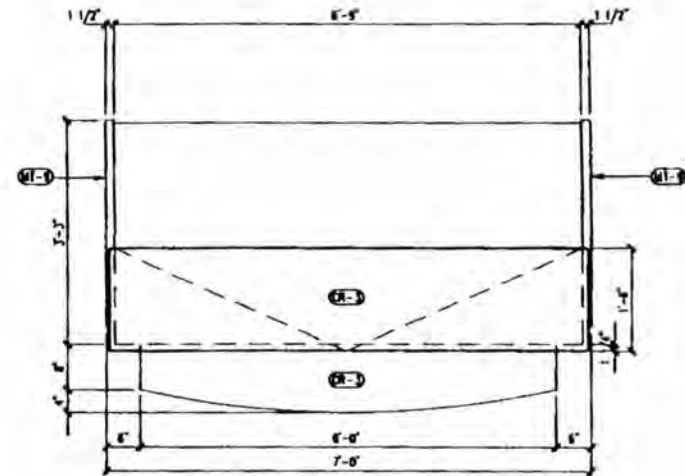
EXH-8.5



FRONT ELEVATION CURBSIDE CHECK IN

2

NO SCALE



PLAN CURBSIDE CHECK IN

1

NO SCALE

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Pepp, Southward, Pepp, Corbin and Associates - Lindholm & Brown - Lawrence H. Spack
Culbert, Kuhn & Associates - Corbin Incorporated - Burns & McDonnell
Johar, Quinlan & Associates - Lazzara, Otto & Root - BGC Incorporated
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NAPT Contract No. 118006

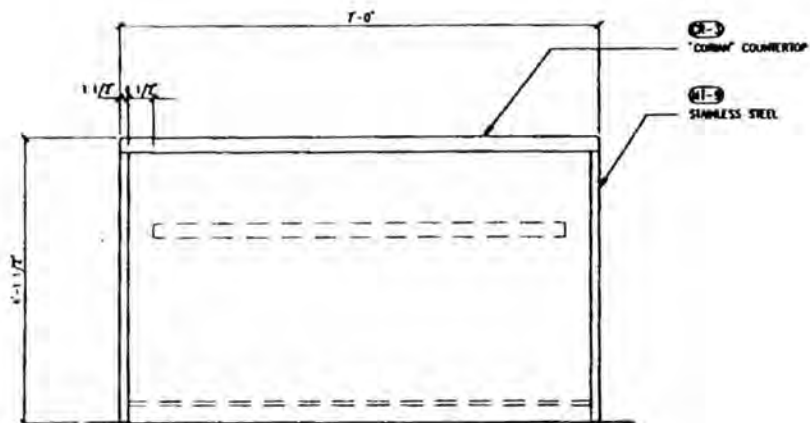
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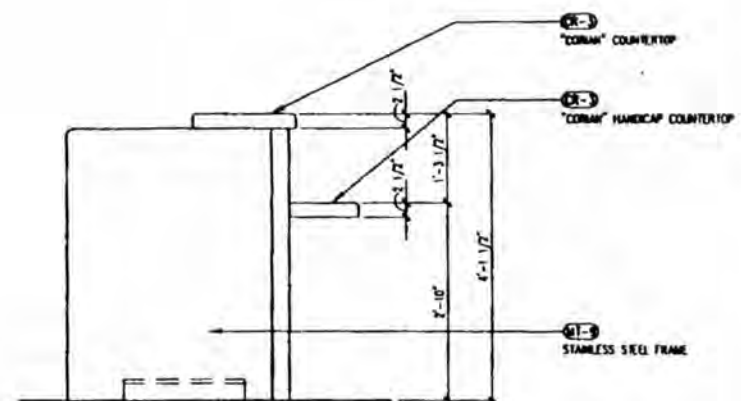
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SHEET NO.

EXH-8.6



**2 REAR ELEVATION
CURBSIDE CHECK IN**

NO SCALE



**1 SIDE ELEVATION
CURBSIDE CHECK IN**

NO SCALE

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Cullen Ruler & Repetto Architects - Granger Incorporated - Burns & McDonnell
Julian Samuels & Associates - Lanning Dicks & Kane - BCT Incorporated
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

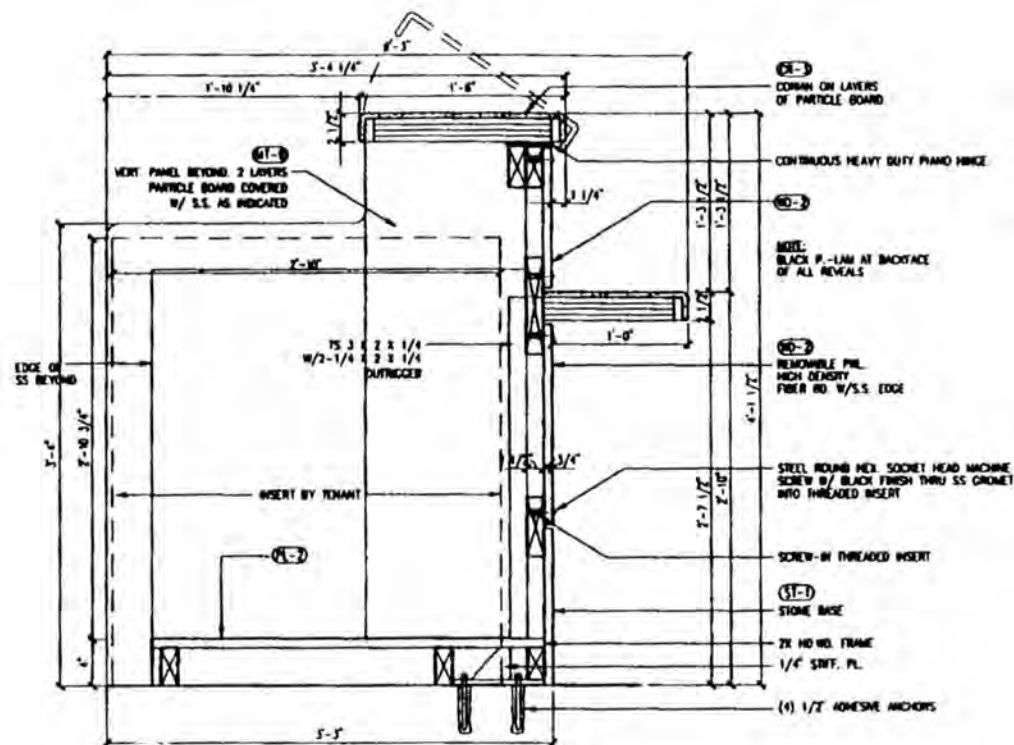
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MILLWORK DETAILS

DATE: 11FEB97
SCALE: NONE

SHEET NO.

EXH-8.7



SECTION
CURBSIDE CHECK IN
NO SCALE

1

THE PSP TEAM

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 Collins Teller & Reynolds Architects - Grimes Incorporated - Burns & McDonnell
 Foster-Dunsmuir & Associates - Lucero Ortiz & Card - BIST Incorporated
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

WPT Contract No. F1800C

Permit Issue No. 200008

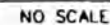
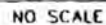
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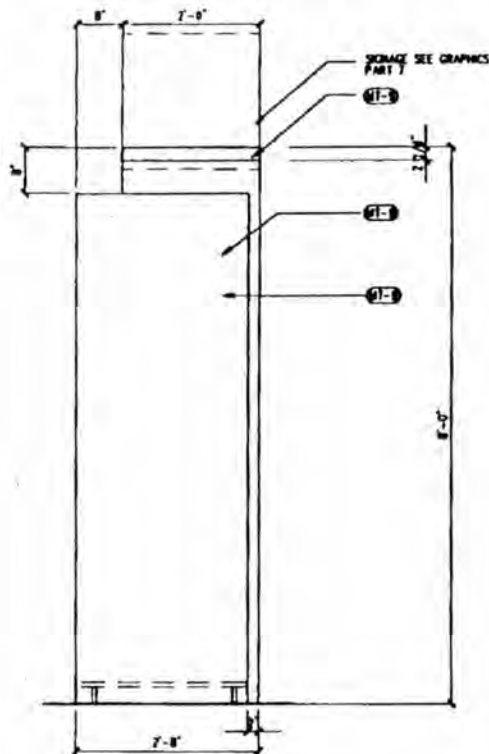
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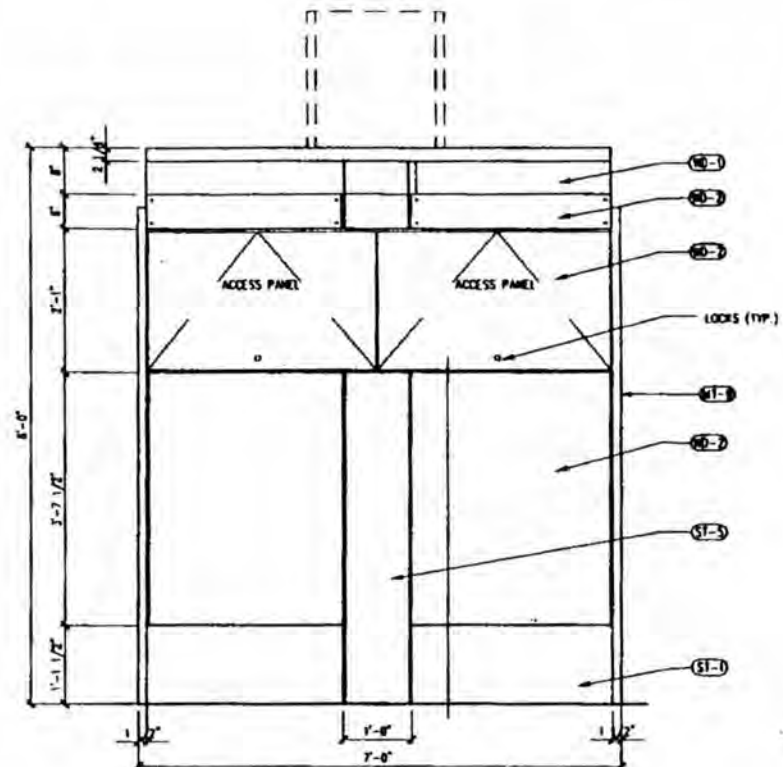


EXH-8.9



2 SIDE ELEVATION
GATE BACKWALL

NO SCALE



1 REAR ELEVATION
GATE BACKWALL

NO SCALE

THE PSP TEAM

Page Architectural Firm - Greater and Associates - Landmark & Brown - Lawrence R. Smith
 Colson Kiser & Reynolds Architects - Greater Incorporated - Burt & McDaniel
 Jester-Quinn & Associates - Lawrence Orto & Kent - SLD Incorporated
 SLD Engineering Incorporated - Architecture Plus
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

DRAWING DESCRIPTION:
GATE BACKWALL
MILLWORK DETAILS

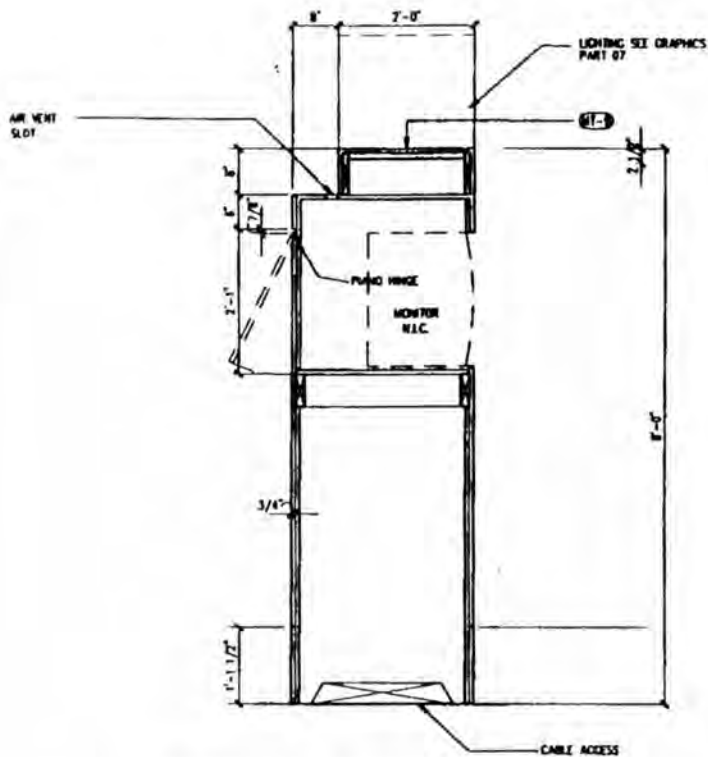
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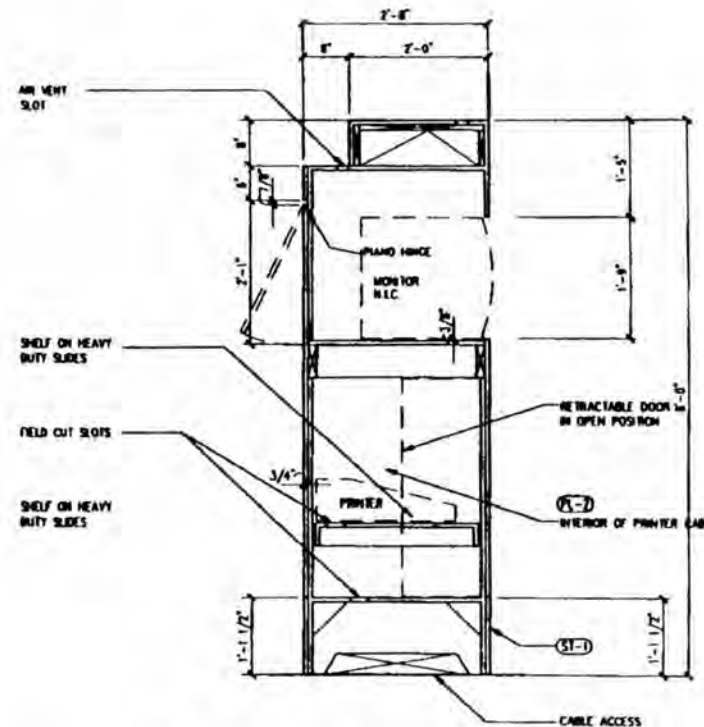
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Project Index No. 00000

AP/CP No. 100-017-0011



SECTION THRU
GATE BACKWALL
NO SCALE



SECTION THRU
GATE BACKWALL
NO SCALE

THE PSP TEAM

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Jude-Quinn & Associates - Loring Gray & East - RST Incorporated
RST Engineering Incorporated - Architecture Plus
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AUSTIN - BERGSTROM INTERNATIONAL AIRPORT

PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

NAPT Contract No. T1000C

Project Issue No. 00000

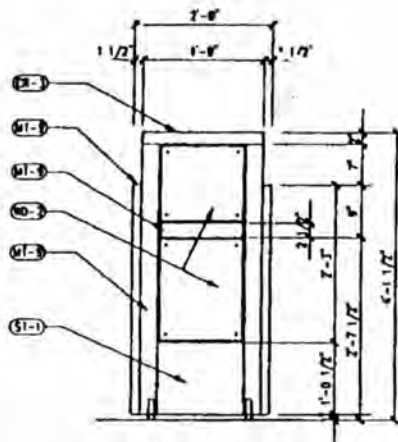
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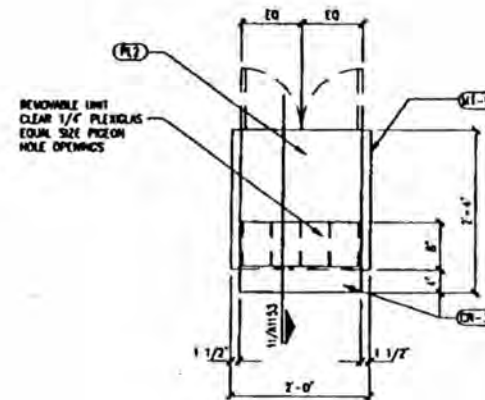
EXH-8.11



**FRONT ELEVATION
PORTABLE PODIUM**

2

NO SCALE



**PLAN
PORTABLE PODIUM**

1

NO SCALE

THE PSP TEAM

Page Southland Page - Corbett and Associates - Landrum & Brown - Lawrence H. Spack
Culver Fider & Reynolds Architects - Granger Incorporated - Burns & McDonnell
Jester-Dunsmuir & Associates - Lyons Oriz & Kent - BLOK Incorporated
ESB Engineering Incorporated - Architects Plus
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DRAWING DESCRIPTION:
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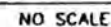
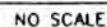
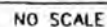
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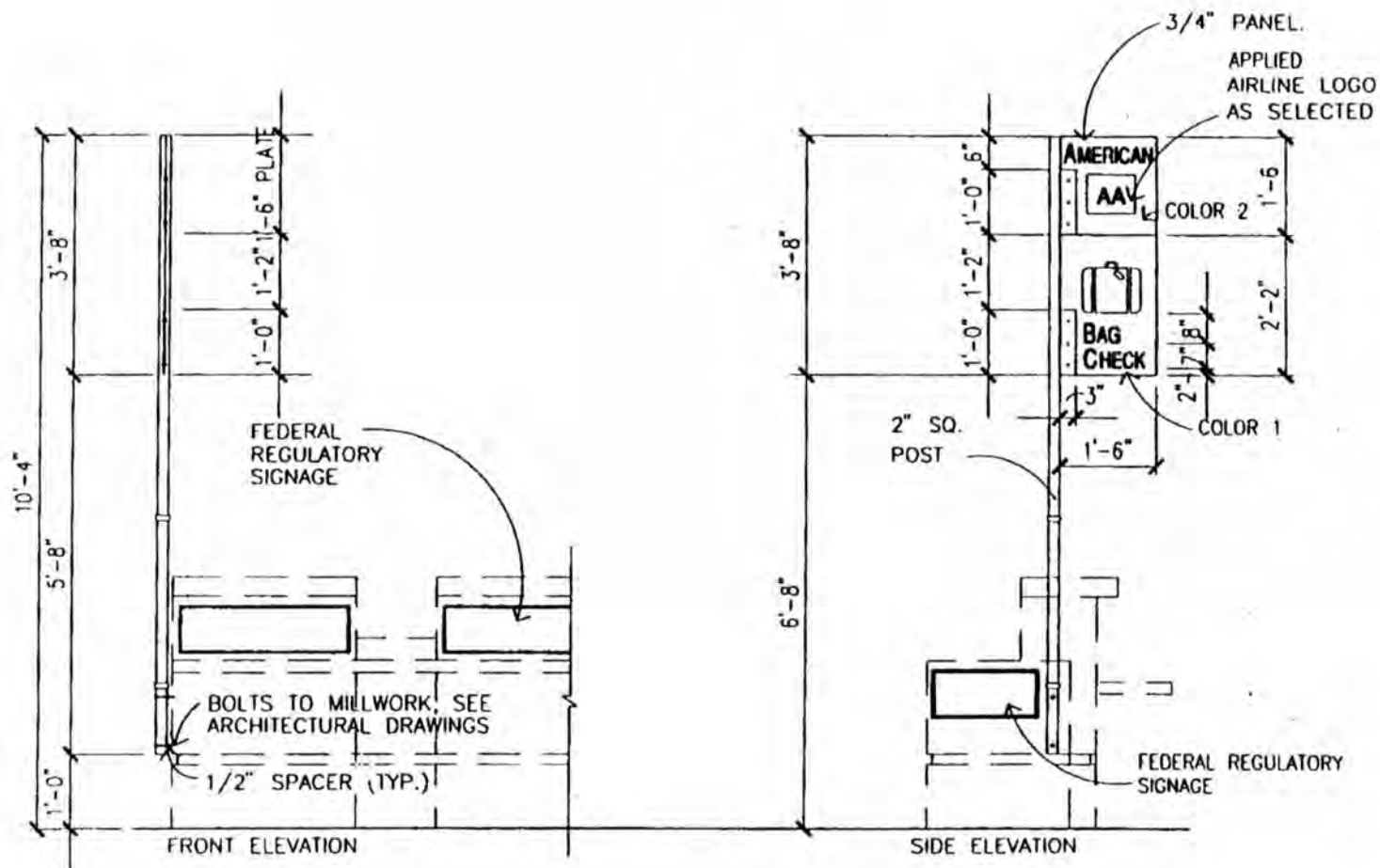
Permit Number No. 00000

HP/CP No. 400-017-0011



EXH-8.13

SF/CP No. 400-517-0011



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 Chas. K. & Regis Architects - Granger Incorporated - Burt & McManis
 J. & Associates - L. & K. - B. & Incorporated
 B. & Incorporated - Architecture Plus
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

NAPT, Contract No. 11800C

Project Name No. 00000

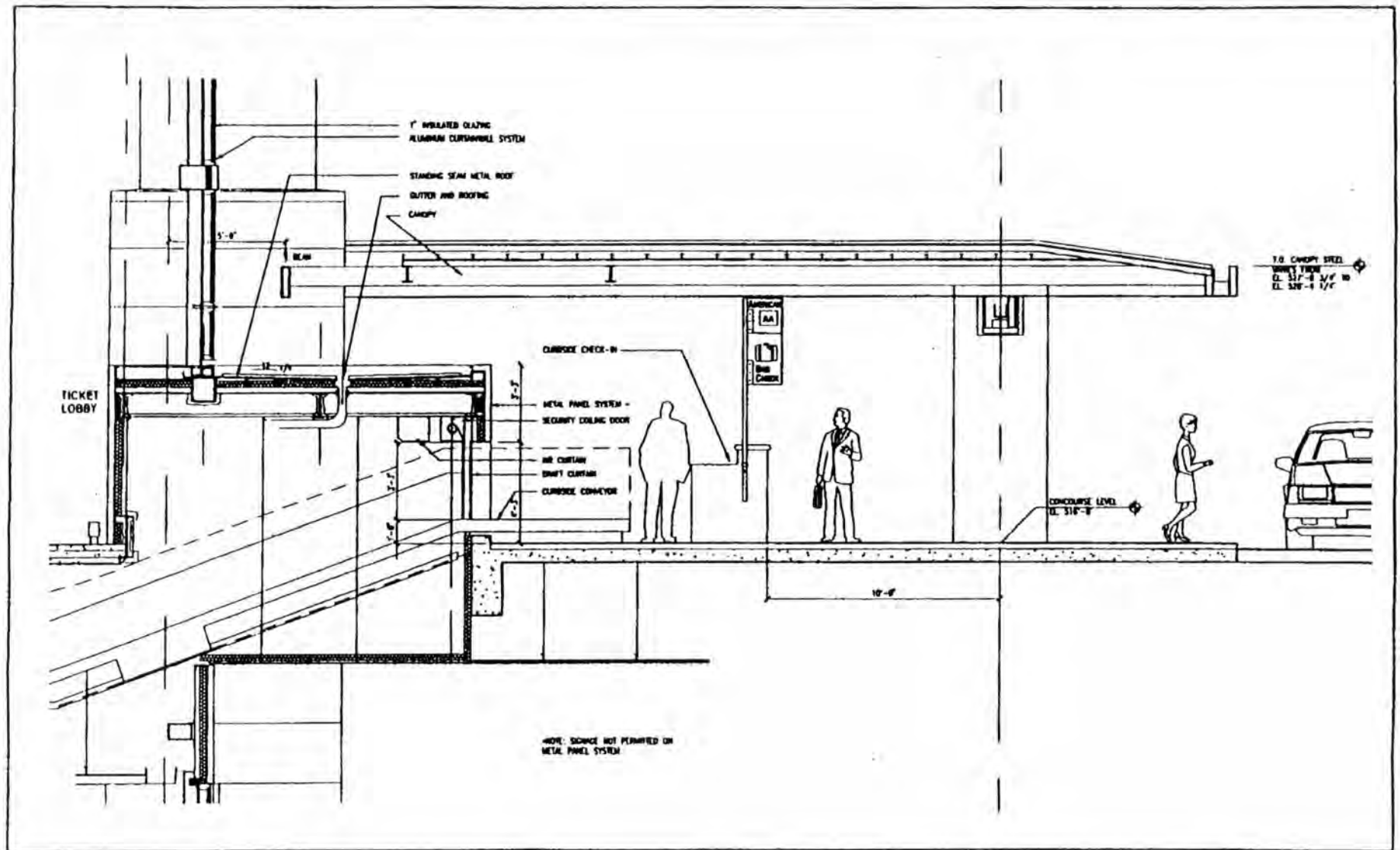
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DATE: 1/FEB/97
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SHEET NO.

EXH-8.14



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Pepp, Southard, Pepp - Center and Associates - Lindholm & Brown - Lawrence H. Speck
 Calver, Kaler & Reynolds Architects - Crown Incorporated - Burns & McDonnell
 Jost - Gundersen & Associates - Lawrence Kelly & Sons - BCT Incorporated
 W.B. Engineering Incorporated - Architects Plus
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

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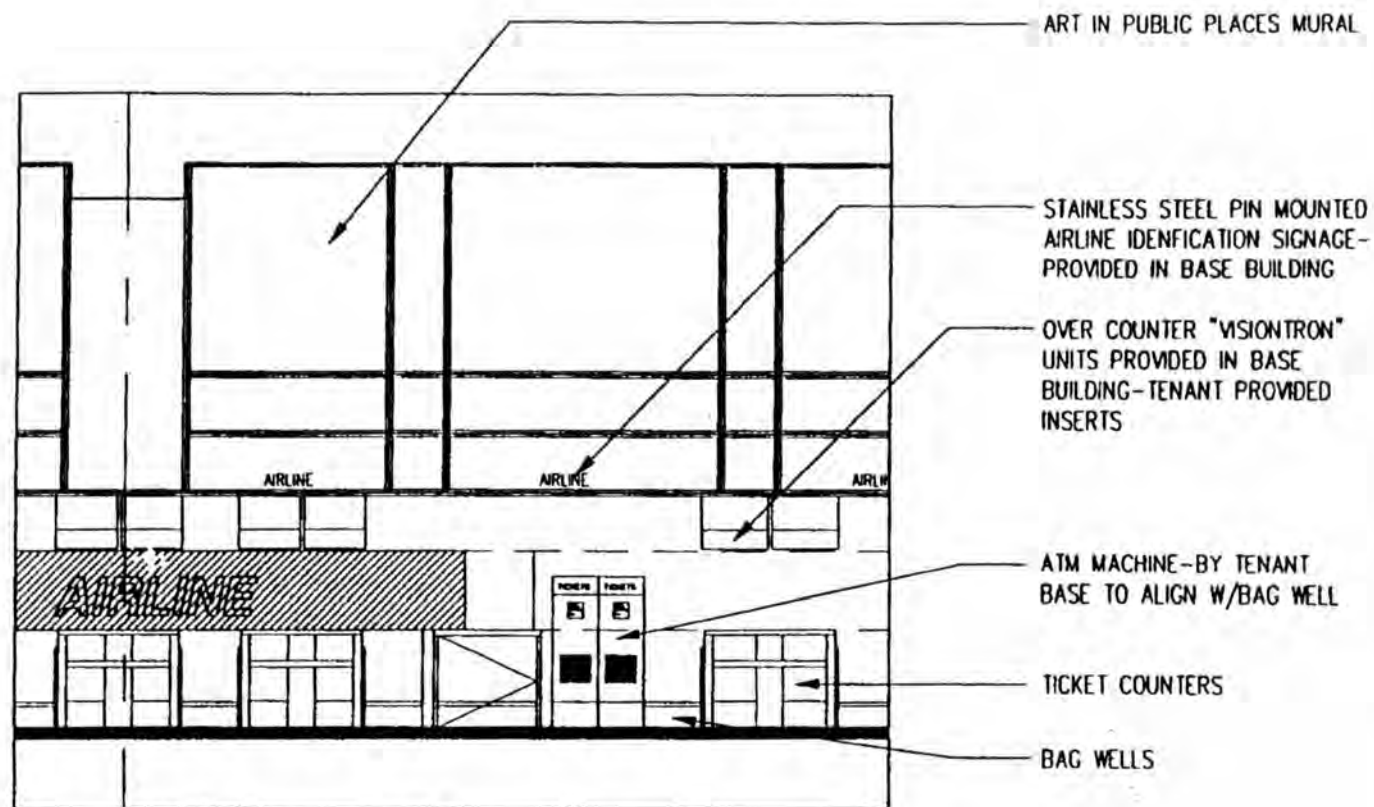
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EXH-8.15

HAPT, Contract No. 11680C

Permit Issue No. 90000

HPT/CP No. 000-017-0011



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Pepe Southernland Pope - Corbett and Associates - Lindrum & Brown - Lawrence H. Smith
 Colson Keller & Associates - Grimes Incorporated - Burns & McDonnell
 Janki - Quindley & Associates - Jacome Ortiz & Reed - BDT Incorporated
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

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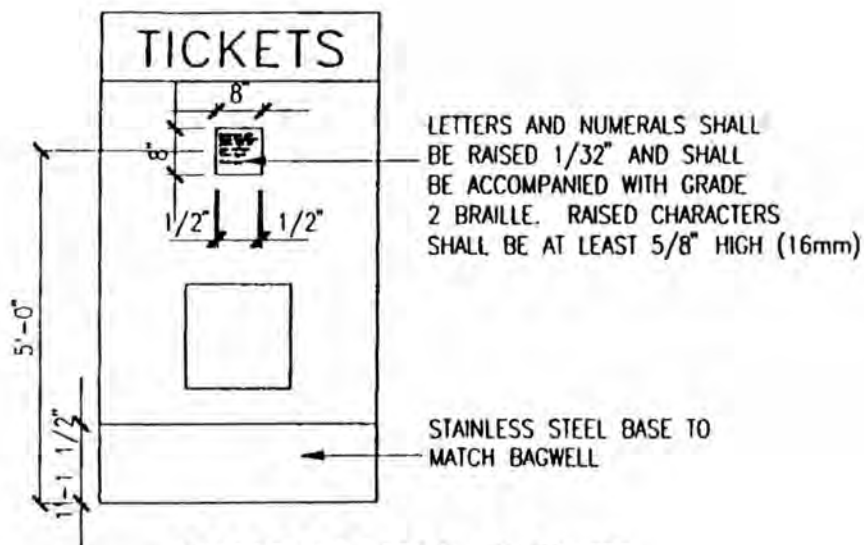
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EXH-8.16

MSP Contract No. 118802

Parent Sheet No. 88800

SP/CF No. 402-011-0011



1 AUTOMATIC TICKET MACHINES

NO SCALE



2 ATM SIGNAGE

NO SCALE

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Page Southernland Page - Greater and Associates - Lindrum & Brown - Lawrence R. Smith
 Calver Kater & Associates Architects - Greater Incorporated - Burns & McDonnell
 Asher-Quintanilla & Associates - Larson Dike & Ford - RLY Incorporated
 RLY Engineering Incorporated - Architecture Plus
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

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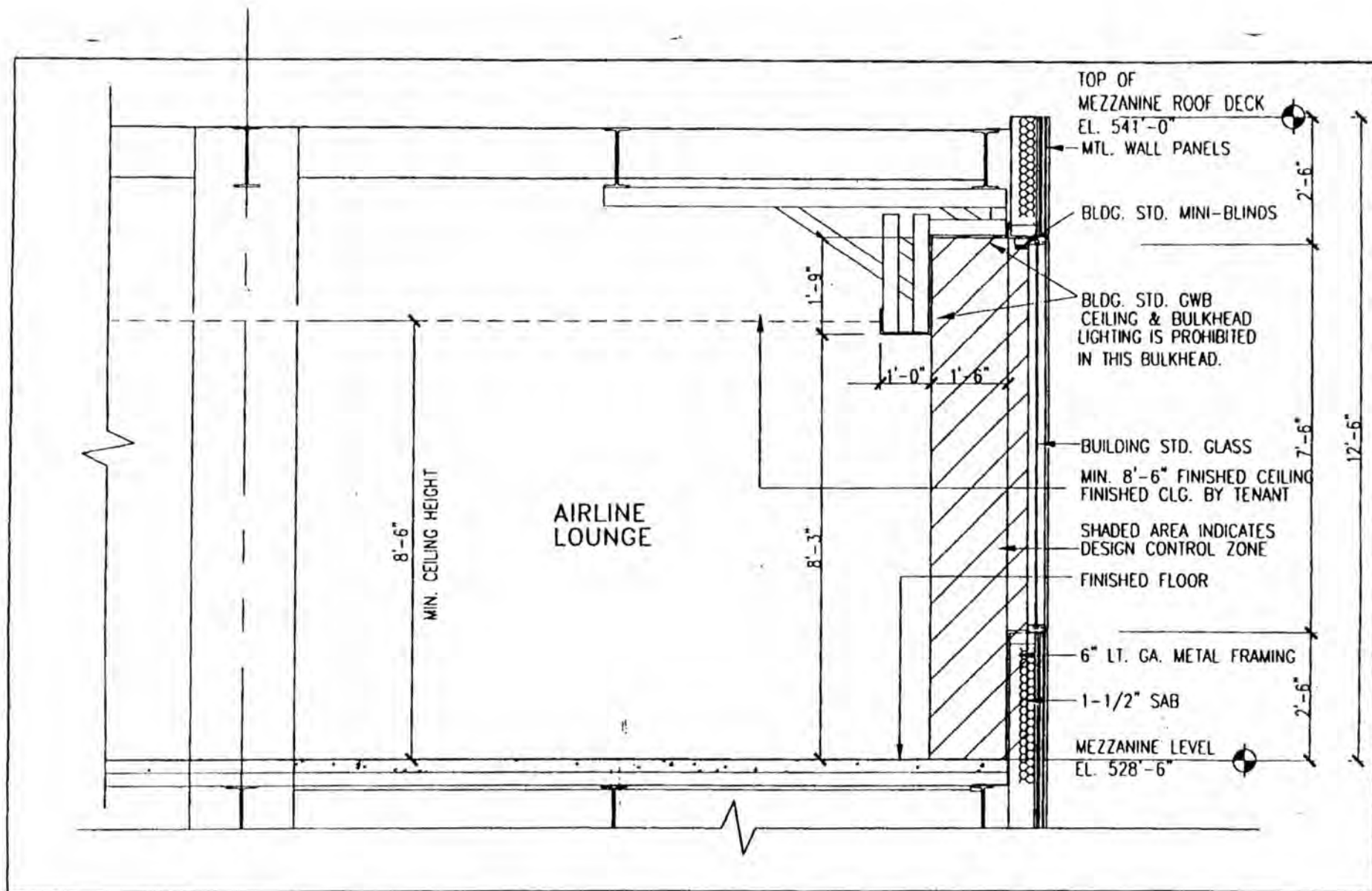
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EXH-8.17

NAPT Control No. 11800C

Plotted Date: 02/02/97

AP/CP No. 400-017-0011



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Jensen-Dunlap & Associates - Loomis Otto & Kane - BCT Incorporated
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NAPT, Contract No. 11880C

Permit No. 90090

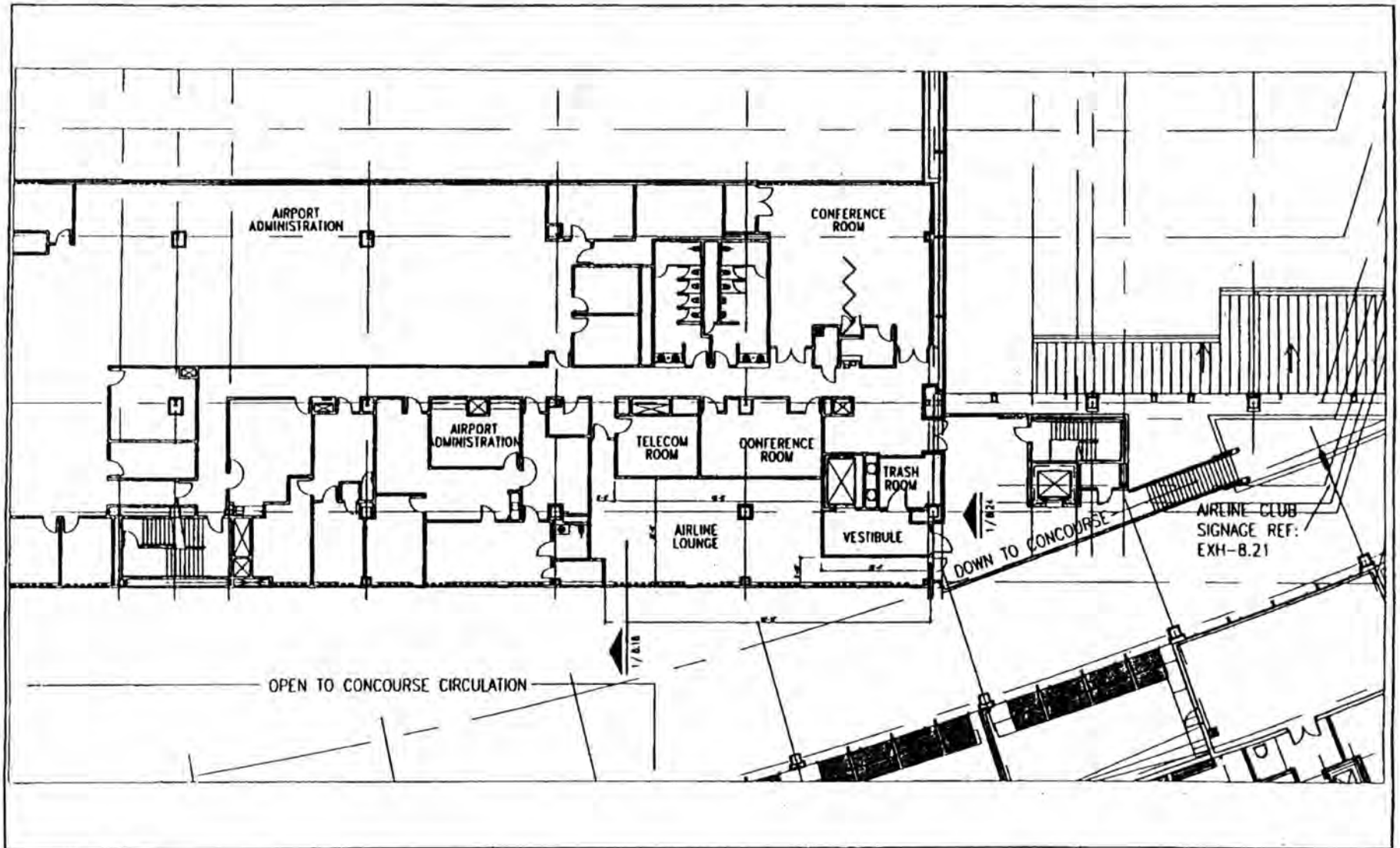
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SHEET NO.

EXH-8.18



THE PSP TEAM

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 Laura Tate & Reynolds Architects - Group Incorporated - Stone & McQuinn
 Jester-Gundlach & Associates - Lorusso Dwyer & Reed - BECI Incorporated
 KLB Engineering Incorporated - Architecture Plus
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

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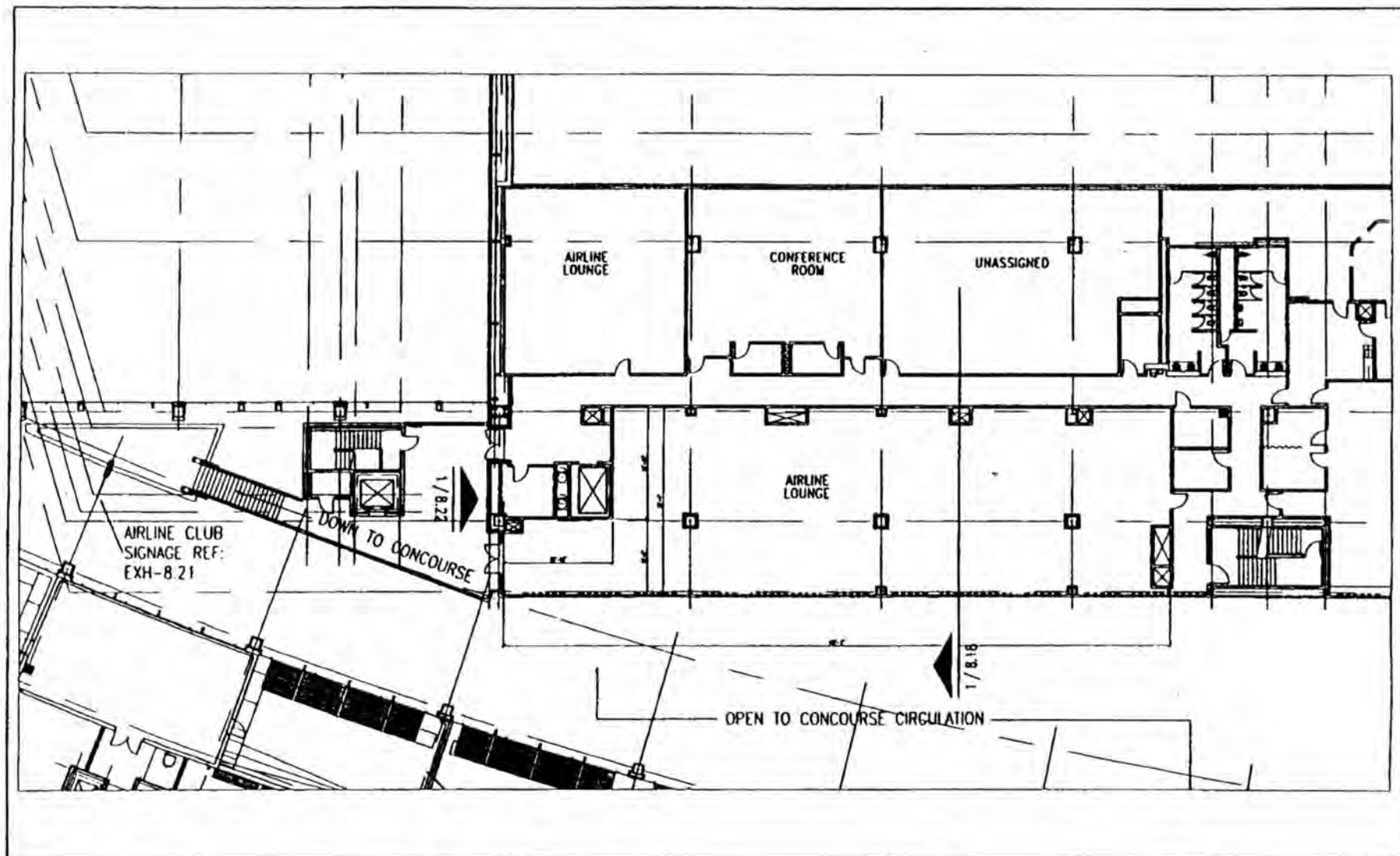
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NAPT, Contract No. 11000K

Permit No. 00000

MP/CP No. 400-017-0011



THE PSP TEAM

Page, Lathrop & Papp - Corbin and Associates - Landrum & Brown - Lawrence & Smith
 Calver & Kiser & Associates Architects - Granger Incorporated - Burns & McDonnell
 Austin - Quinlan & Associates - Larson Dill & East - BGC Incorporated
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

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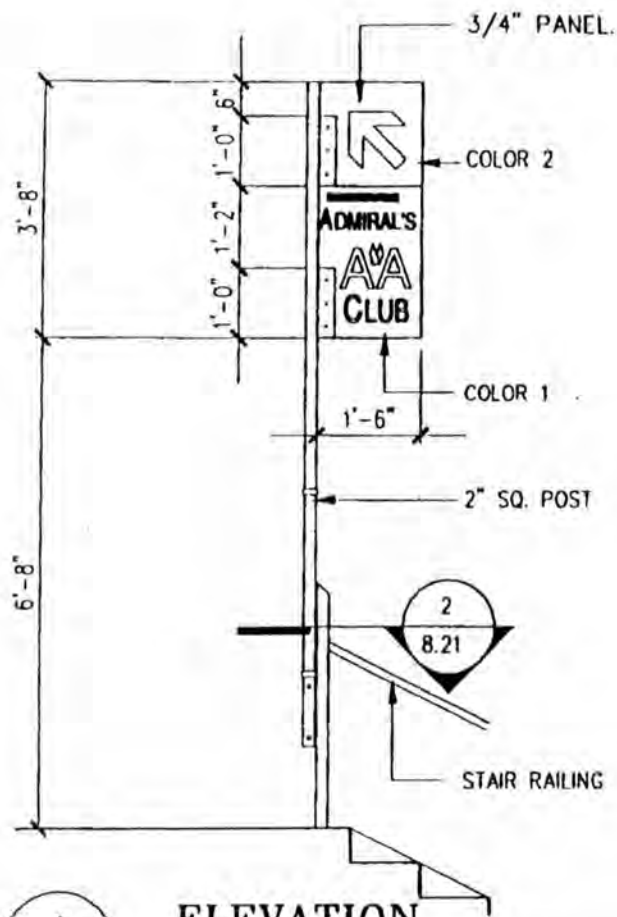
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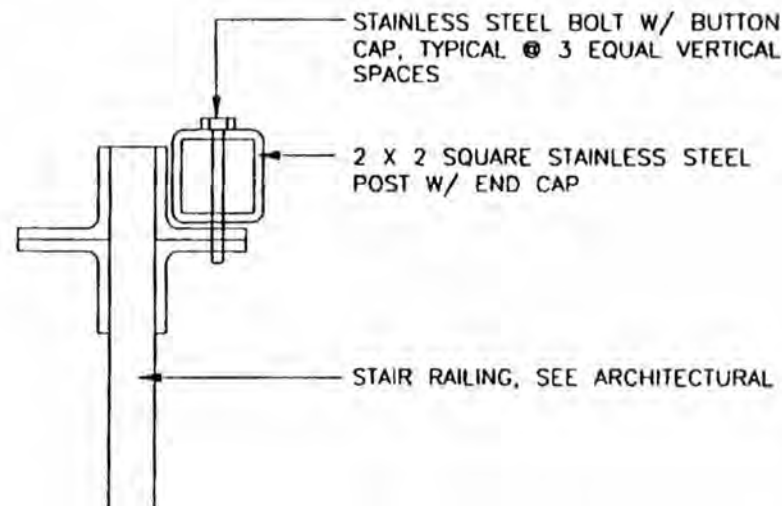
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EXH-8.20



ELEVATION
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SECTION
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THE PSP TEAM

Page Southland Page - Corbett and Associates - Landrum & Brown - Lawrence H. Spack
Celina Kiser & Associates - Corbett and Associates - Corbett and Associates - Burns & McDonnell
Jester Quisenberry & Associates - Lennan Otto & Reed - BCT Incorporated
RTW Engineering Incorporated - Architects Plus
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

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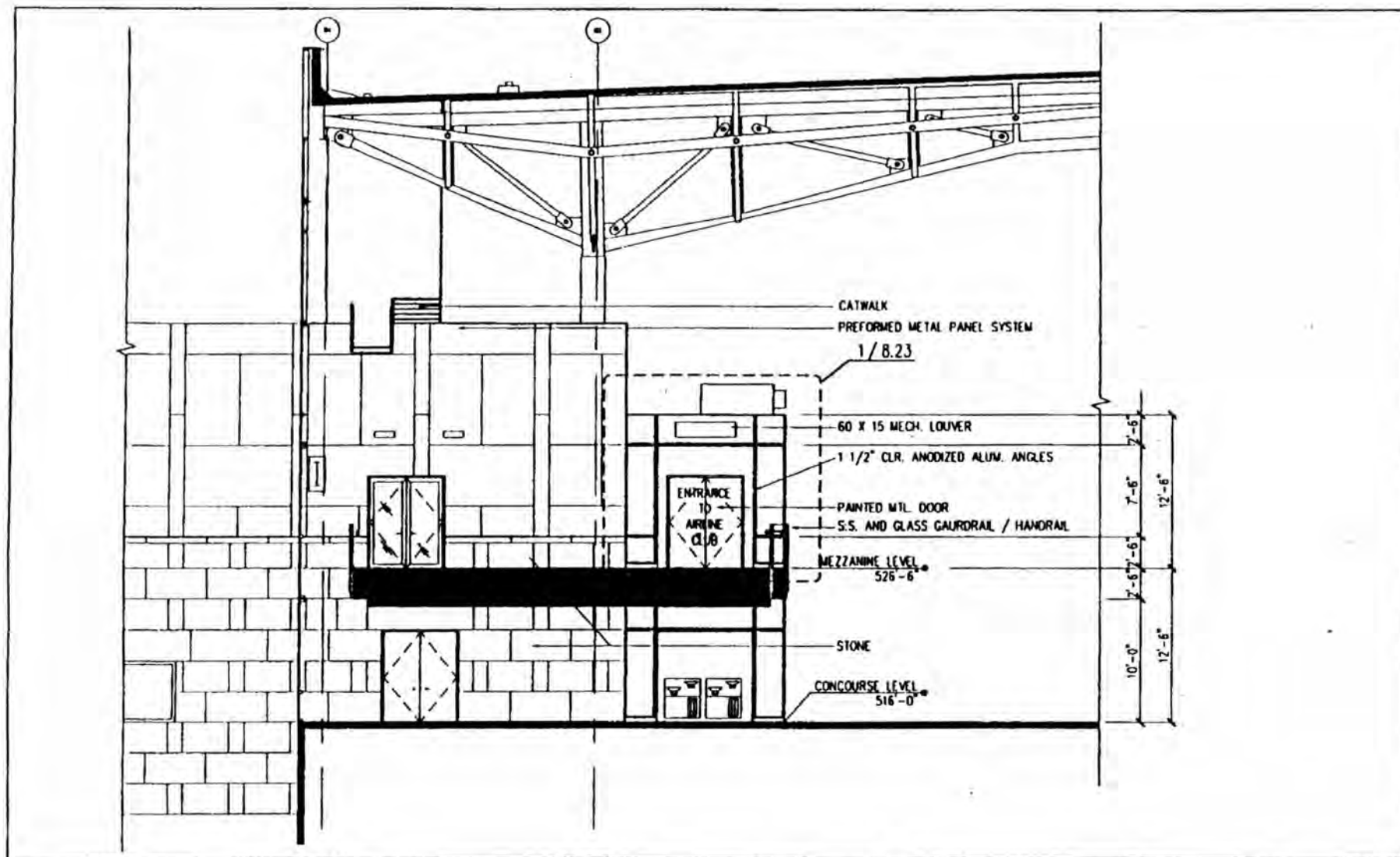
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AP/CP Rev. 100-017-0011

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DATE:
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EXH-8.21



THE PSP TEAM

Page Southward Page - Conder and Associates - Landrum & Brown - Lawrence H. Smith
Cotton-Rose & Haydel Architects - Granger Incorporated - Burns & McDonnell
Jensen-Quintanilla & Associates - Lucena Ortiz & Ford - BCT Incorporated
KLE Engineering Incorporated - Architecture Plus
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

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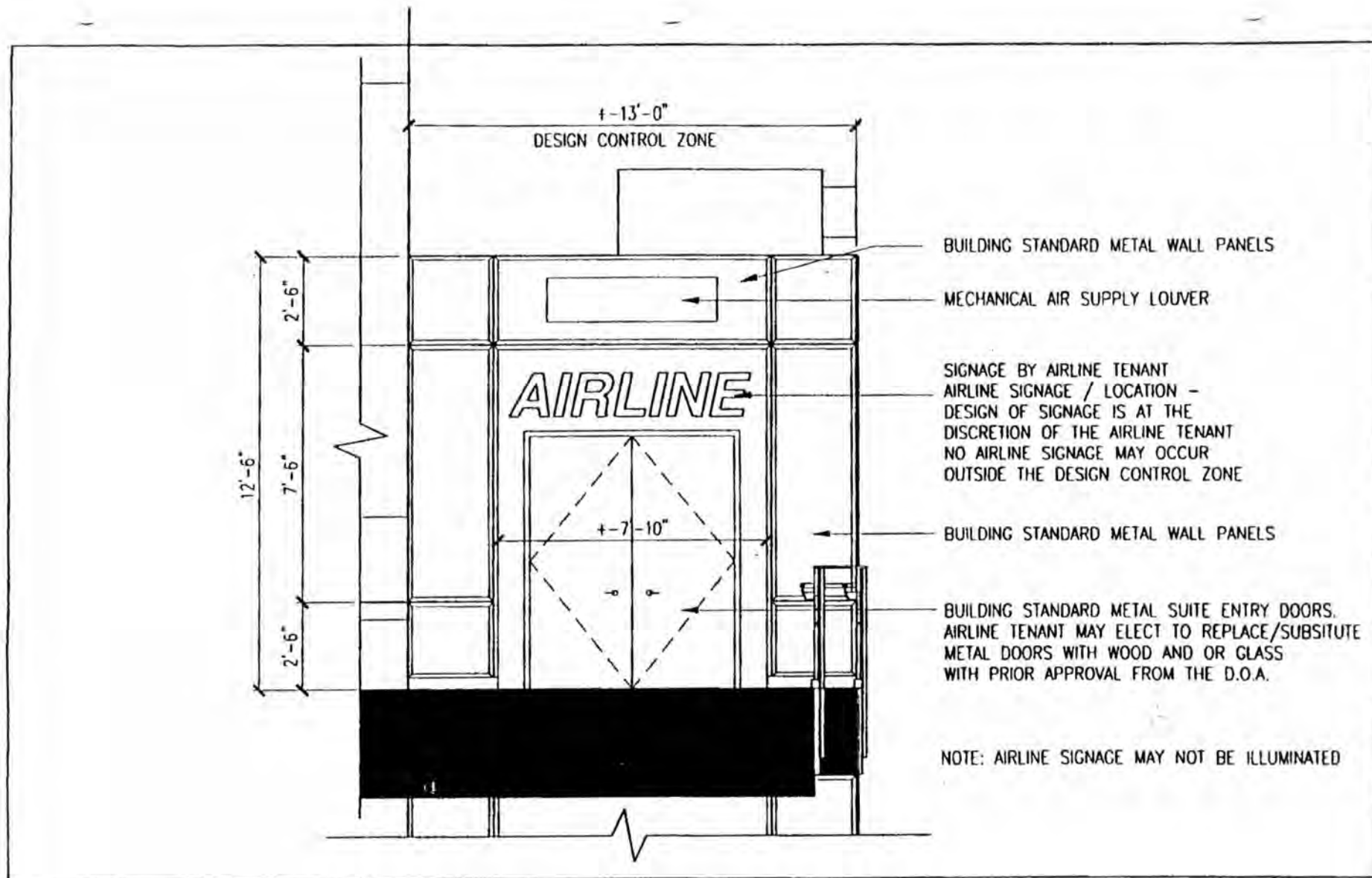
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EXH-8.22



THE PSP TEAM

Page Southland Page - Carter and Associates - Landrum & Brown - Lawrence H. Spack
 Colson Kiefer & Hargrett Architects - Grimmer Incorporated - Burns & McDonnell
 Jester-Burman & Associates - Lanning Grier & Ward - BCT Incorporated
 KIW Engineering Incorporated - Architecture Plus
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

NAPT, Contract No. 118000

Permit Issue No. 00000

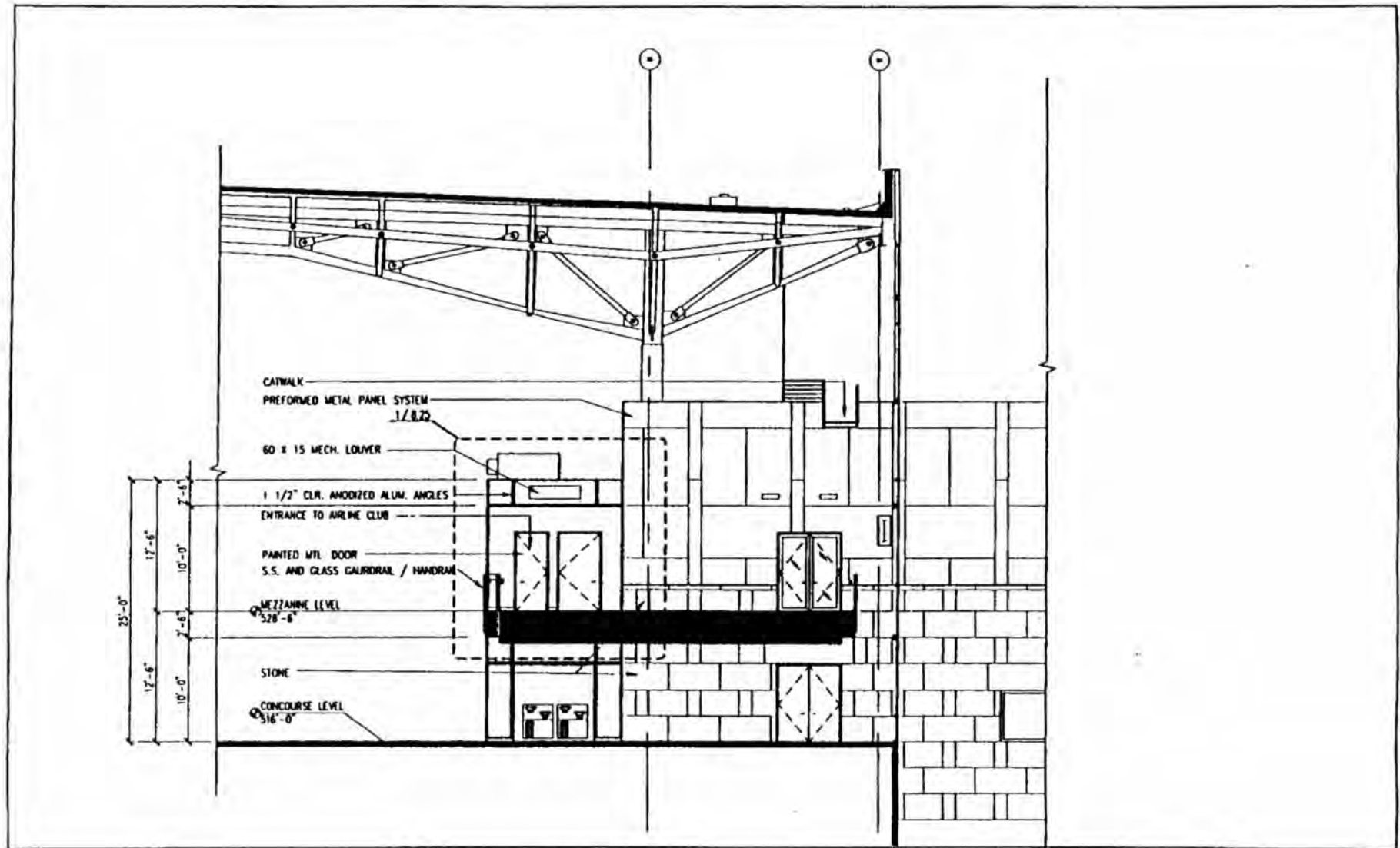
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DATE:
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SHEET NO.

EXH-8.23



THE PSP TEAM

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 Colvin & Kuyala Architects - Griner Incorporated - Burns & McDonnell
 Jortin-Guendling & Associates - Lawrence Otto & Reed - BCI Incorporated
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

NAPT Contract No. 110006

Permit Issue No. 00000

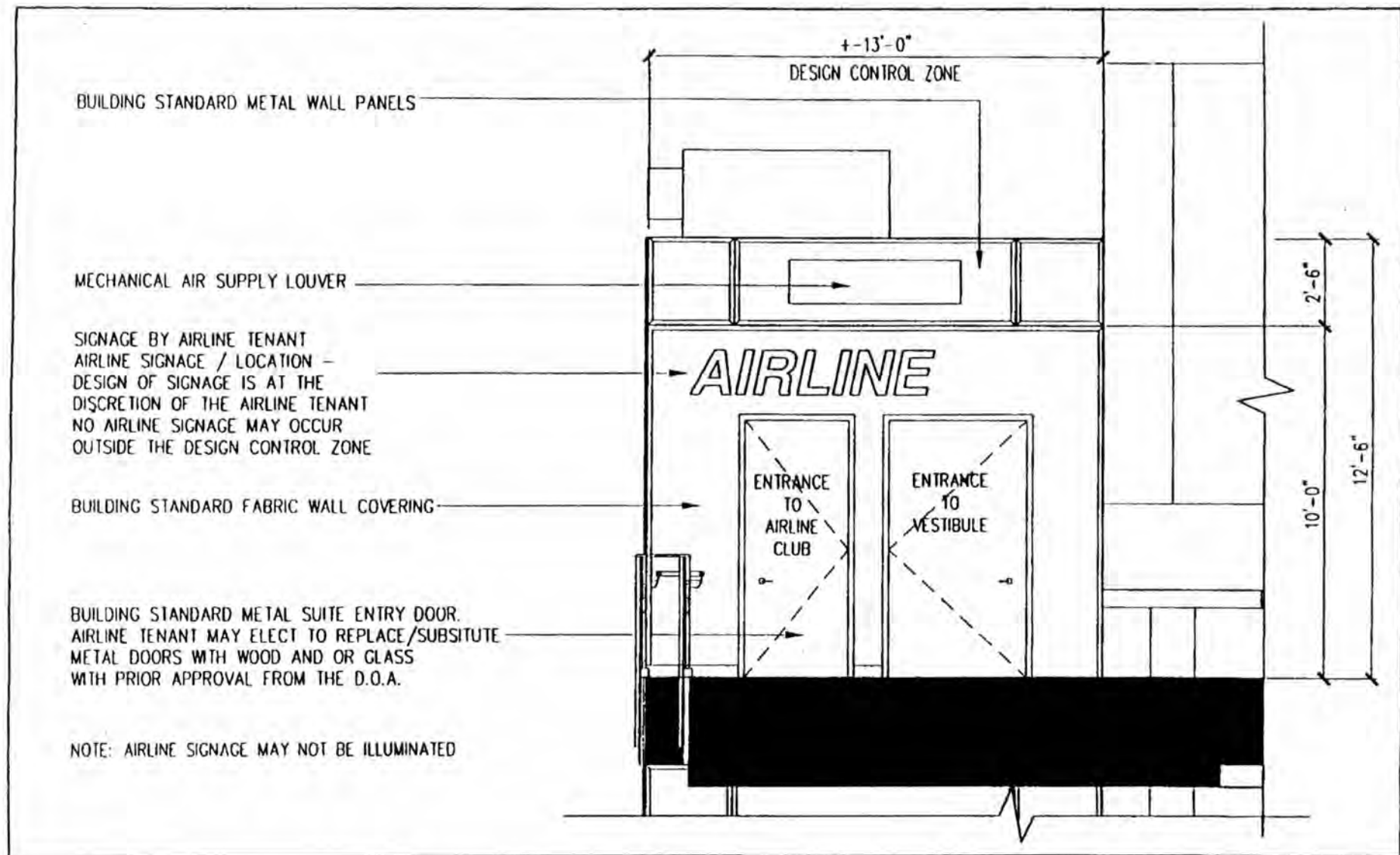
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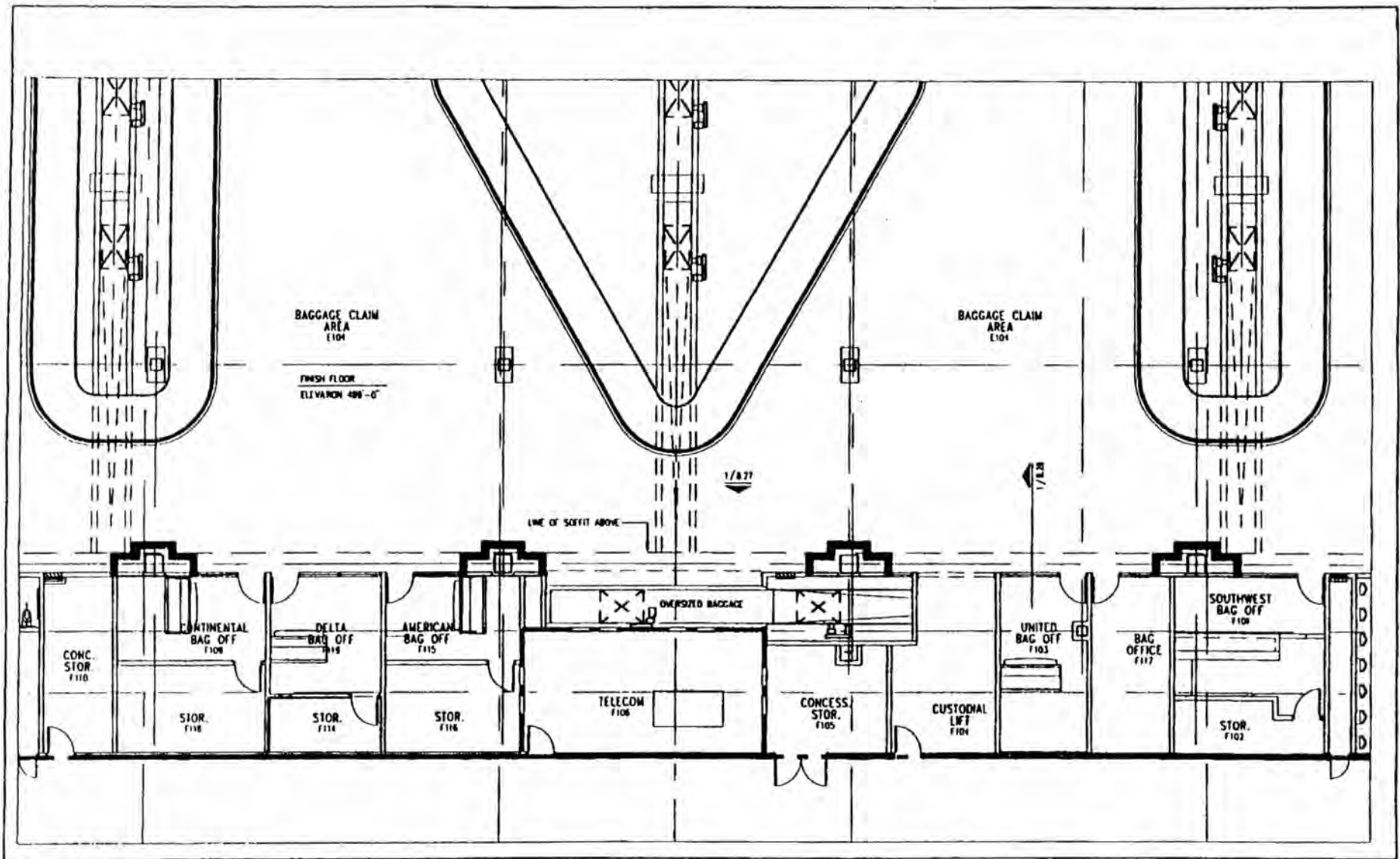
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<p>THE PSP TEAM</p> <p><small>Page: Southward Page - Conder and Associates - Lindholm & Brown - Lawrence R. Smith Culture House & Heritage Architects - Cronin Incorporated - Burns & McDonnell Jeter-Burns & Associates - Loring Diller & Kent - BCT Incorporated EIR (Engineering Incorporated) - Architecture Plus</small></p> <p><small>506 West Avenue - Austin, Texas 78701 - 512 472-4721 - Fax 512 472-3214</small></p>	 <p>NAPT NEW AIRPORT PROJECT TEAM DEPARTMENT OF AVIATION CITY OF AUSTIN</p>	<p>AUSTIN - BERGSTROM INTERNATIONAL AIRPORT</p> <p>PASSENGER TERMINAL FACILITY</p> <p>TENANT DESIGN STANDARDS</p> <p><small>NAPT, Contract No. T1480C Permit Issue No. 00080 AP/CTP No. 100-017-0011</small></p>	<p>DRAWING DESCRIPTION: INTERIOR ELEVATIONS EAST MEZZANINE</p>	<p>DATE: SCALE: SHEET NO.</p> <p>EXH-8.25</p>
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THE PSP TEAM

Page Southernland Page - Gensler and Associates - Landrum & Brown - Lennihan & Smith
 Calvo Kuhn & Associates - Cramer Incorporated - Burns & McDonnell
 Jostel, Gensler & Associates - Larson Ditz & Hall - BCT Incorporated
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NAPT, Contract No. 11880C

Permit Issue No. 80888

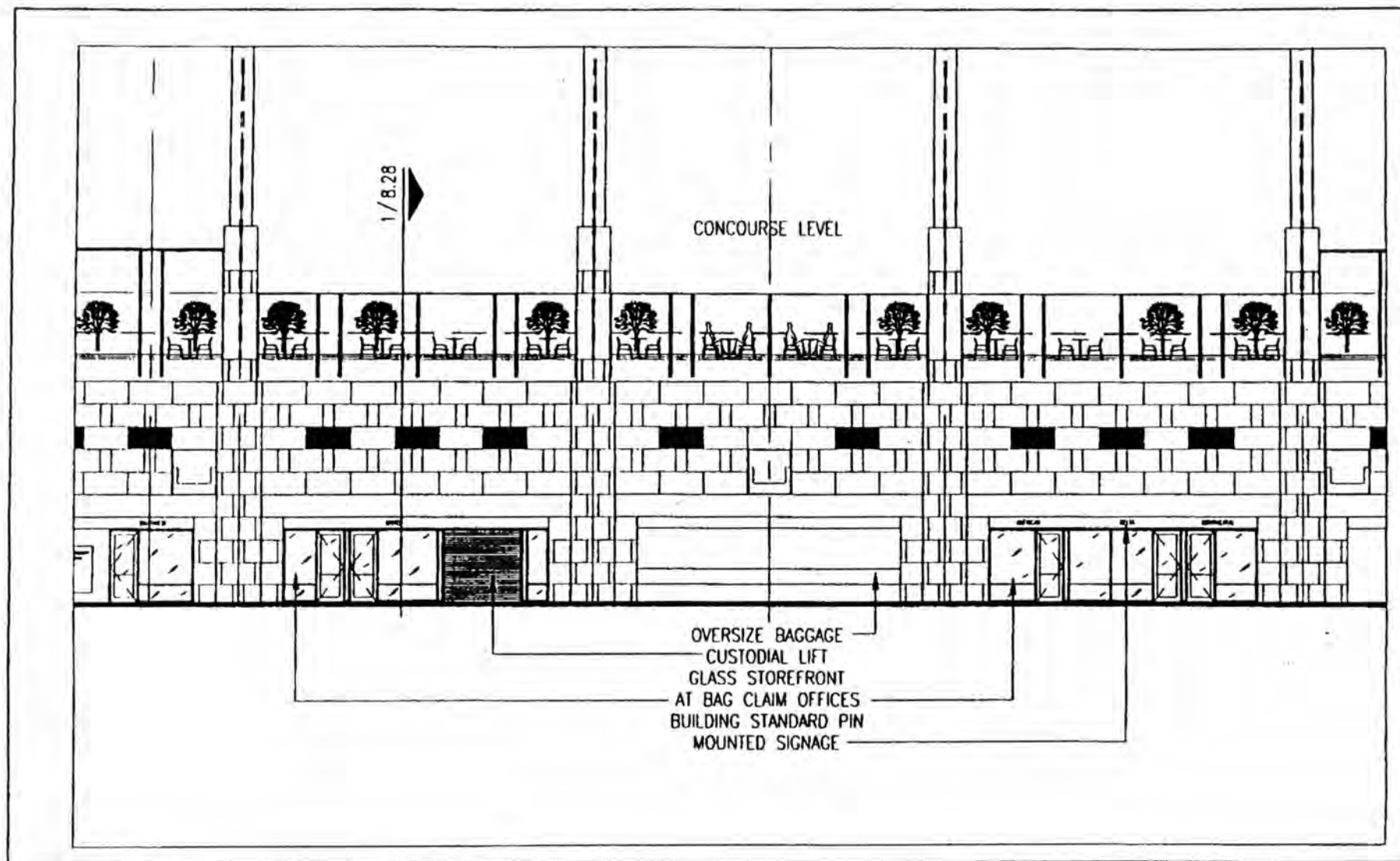
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DATE:
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EXH-8.26



THE PSP TEAM

Pege Southernland Pege - Conder and Associates - Lindholm & Brown - Lawrence M. Smith
 Calore Lake & Hyatt Architects - Groum Incorporated - Burns & McDonnell
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PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

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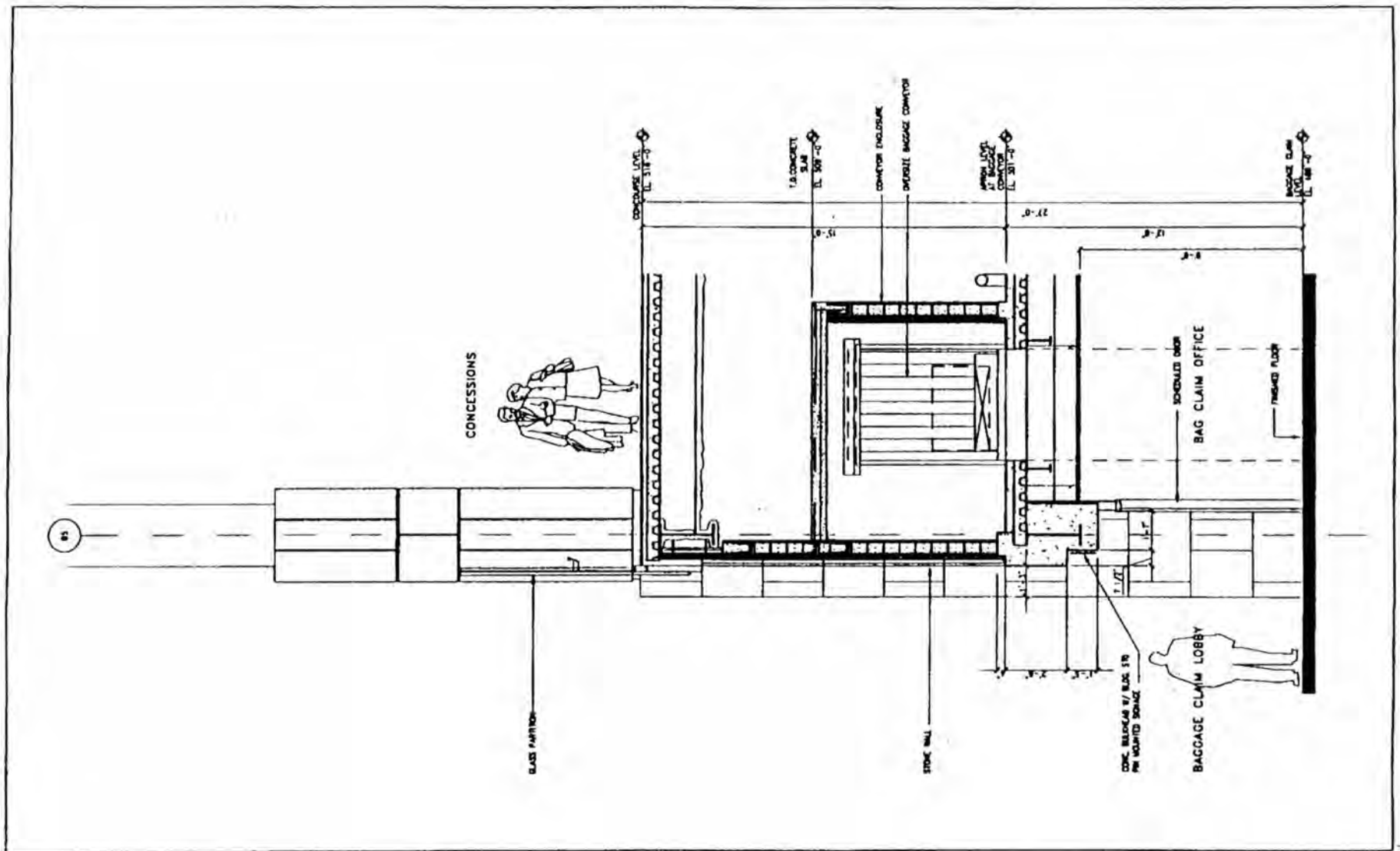
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EXH-8.27



THE PSP TEAM

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 Calore Koller & Associates - Grieser Incorporated - Burt & McManus
 Jettie - Quinlan & Associates - Loring Office & Ford - BCT Incorporated
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NAPT Contract No. 11800C

Parent Issue No. 8000B

AP/CP Rev. 100-017-0011

DRAWING DESCRIPTION:
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DATE:
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SHEET NO.

EXH-8.28

AUSTIN BERGSTROM INTERNATIONAL AIRPORT TENANT DESIGN AND GUIDELINE STANDARDS

Part II Design Standards

CHAPTER 7.0 GENERAL DESIGN STANDARDS

7.1 APPLICABILITY

The general design standards contained in this chapter apply to Airline Tenants, Retail Tenants, Food and Beverage Tenants, Car Rental Tenants and miscellaneous commercial Tenants that occupy space within the Terminal.

7.2 GENERAL CRITERIA / PROHIBITIONS

7.2.1 Demising Wall

Location Criteria: When provided, Tenant Demising walls shall terminate at demising piers. Tenant spaces located on the Mezzanine Level shall terminate demising partitions at the window wall mullions. All Tenant demising walls shall be centered on their lease line.

Tenant Construction at Demising Walls: Tenants shall be responsible for installing and / or completing their own demising partitions. All interior partitions must be constructed of non-combustible materials and conform to all applicable building codes. The partitions shall be a minimum of 3 5/8" metal studs at 24" o.c. with 5/8" gypsum board on either side. Both metal studs and gypsum board must terminate at the structural deck. The finished wall assembly shall include sound attenuation insulation to match the stud wall thickness and fill the entire wall cavity. Wall surfaces shall be sealed at the intersection with the finished floor and structure above. Blanket insulation is recommended, extending 4'-0" into the Tenant lease area from the edge of the demising walls enclosing the Tenant lease area, installed above the finished ceiling.

7.2.2 Design Control Zones

The Design Control Zone is defined as the area of Tenant space which fronts the lease line and which can be viewed fully by passengers and visitors as they move through and use the Terminal facilities. The Design Control Zone extends from the floor plan three-dimensionally to the walls and ceiling surface. Design Control Zones are three dimensional and have been established for each Tenant type. The zones vary depending on specific space type and location. Tenants shall pay special attention to the design of permanent fixtures, displays, graphics and signage within this zone.

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7.2.3 Lease Line / Control Zones

The lease line will be strictly observed. Except as noted, no signing, graphics, merchandise or displays of any kind are allowed outside the lease line. Any unauthorized signing, graphics, merchandise or displays placed outside the lease line will be removed by the D.O.A. at the Tenant's expense.

Tenant finishes shall terminate at the locations indicated in the plan, elevation, and section exhibits contained in this document. Unless otherwise noted, no Tenant finishes shall be designed or constructed to overlay or cover the base building structure or finishes that can be viewed from public areas and that are part of the architectural expression of the Terminal.

Tenants may not permanently alter controlled materials or base building elements that fall within the Design Control Zone or base building provided Casework. This includes columns within the lease line, horizontal structural elements above storefronts, walls or ceiling surfaces. Any such elements altered during construction of Tenant storefronts or fit-out of Tenant areas shall be returned to their original condition prior to Tenant initiation of operations.

7.2.4 Materials / Finishes

Stainless Steel: When referred to as either a base building or Tenant provided material or finish, stainless steel, in all applications, is to be the building standard non directional, fine grain, satin finish.

Aluminum: When referred to as either a base building or Tenant provided material or finish, all aluminum shall be clear anodized to match the building standard. This includes, but is not limited to storefronts, millwork, and signage panels.

Painted Aluminum: Painted aluminum shall match Dumar Kynar XL system used on the base building elements.

Frit Glass: Frit glass, if selected to complete interior store front panels, shall be of one manufacturer type. The frit glass shall match the building standard.

General Criteria: Tenants are encouraged to use base building materials. In addition to this Manual and the ABIA Development Manual, Tenants shall review Terminal Construction Package and the Project Manual. These documents are available through the D.O.A. and describe the materials, finishes, and their application throughout the passenger terminal. Tenants are encouraged to select materials and finishes of similar quality that will compliment the base building architecture.

Materials and finishes that are recommended for use in Tenant areas include, but are not limited to, the following:

- Terrazzo.
- Marble.
- Granite.
- Broadloom or Carpet Tile.
- Standard and custom Ceramic Tile.
- Solid Core Materials.
- Glass - Clear, Translucent, etched, or frit.
- Solid and Patterned Plastic Laminates.
- Stainless Steel in any variety of patterns.
- Aluminum, clear anodized or Painted Dumar XL System.

- Painted Metal.
- Gypsum wall board.

Where applicable, consideration in the selection of materials shall be given to durability, sanitation and safety as well as compliance with all applicable health and building codes.

The following materials will not be permitted:

- Simulated versions of brick, stone, wood, carpet, tile etc..
- Cork or cork tile.
- Exposed aggregate of any kind.
- Carpet, broadloom or tile, where color, quality and or weave is not suitable for a high traffic area. This is particularly applicable to store entrance fronts.
- Indoor - Out door quality carpet.
- Pegboard as either a wall finish or part of a fixturing system.
- Vinyl composition tile or sheet vinyl is only permitted when used as a feature design element.
- Exposed lamps other than purely decorative unless shielded from the public area.
- Acrylic prismatic or translucent eggcrate lenses on fluorescent fixtures that are within view of the public.
- Concealed spline ceilings.
- Any material that would constitute a fire and / or public safety hazard.

The D.O.A. will approve all materials and finishes used within the tenant space including display fixtures.

7.2.5 Colors

In order to allow maximum flexibility in the development of Tenant areas and individual expression in the execution of corporate or custom design themes, no recommended color palette has been developed. Tenants are expected to review the Terminal Construction Package and the Project Manual, which is available through the D.O.A. and which describes the application of color throughout the building architecture, finishes, furniture, casework and fixtures. Tenants shall pay particular attention to the selection of materials, finishes and colors when they occur immediately adjacent to, or are affixed to, base building elements of a particular material, finish or color.

While there are no specific restrictions to the application of colors, they will be reviewed and approved by the D.O.A. to assure compatibility with the Terminal environment.

7.2.6 Storefronts

Tenants shall construct storefront enclosures which meet the criteria set forth for each Tenant area as described in this manual. Proposed changes or refinements to these details shall be reviewed and approved by the D.O.A.

Where storefronts, overhead grilles, signbands or blade signs provided and constructed by Tenants are required to be partially or fully supported from base building construction, proposed details for such supports shall be reviewed and approved by the D.O.A. As required, such review will require coordination between the Tenant, the Tenant Coordinator and, when necessary the D.O.A.'s structural engineer.

Overhead Grilles: Tenants shall procure and install manually or electrically operated, overhead closure grilles to secure their premises. All grille mechanisms shall be fully screened from public view when the grille is in the open position. It is the Tenants responsibility to identify where base building structure may

be required to partially support the grille mechanism. Proposed support details will be reviewed and approved by the D.O.A.

Overhead closure grilles shall be clear anodized aluminum.

Overhead closure grilles for either Food and Beverage or Retail locations shall be selected from the same manufacturer. Interior overhead rolling grilles from the following manufacturers will be acceptable:

Cookson
Overhead Door Inc.
Comell

Bottom bars shall be fitted with neoprene astragal to prevent damage to floor surfaces during use.

Side coiling grilles are not permitted in the Food and Beverage Tenant space.

Exposed labels of manufacturers is prohibited.

7.2.7 Lighting

Tenants are encouraged to select lighting fixtures, equipment and accessories that are in keeping with the level of high quality of design, materials, finishes and accessories applied throughout the Terminal.

Daylight levels vary due to the availability of natural light. Tenants are encouraged to consider the use of dimmers, programmable switching controls, daylight sensors etc.

Illumination levels for general lighting shall comply with the following footcandle criteria:

Retail Shops

Circulation	10-30 fc horizontal at 3'-0" above the finished floor.
Merchandise	30-100 fc
Feature Displays	150-500 fc

Food and Beverage Tenants

Circulation	10-30fc horizontal at 3'-0" above the finished floor.
Dining Areas	5-10fc
Cashier	20-50fc

Luminous ceiling or wall treatments must be specifically approved by the D.O.A. No manufacturer labels or other identification are permitted on exposed surfaces.

Exposed conduit, extension cords or other exposed wiring is strictly prohibited.

2 x 4 fluorescent fixtures are not permitted in any areas accessible or visible to the public.

Refer to Tenant specific Chapters for particulars by Tenant type. All lighting equipment selected by Tenants shall be subject to Design Review and Approval.

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7.2.8 Signing / Graphics Inside Lease Line

General Criteria / Permanent Signage: Signing, graphics and / or display of corporate logos shall be consistent with the ambiance created by the architectural design of the Terminal Building. Graphics design shall be clear and readable. Tenants shall be required to submit graphic materials to the D.O.A. for Design Review and Approval to ensure the preservation of a high quality marketing image. Materials submitted shall include size, materials, lighting, method of attachment, and colors and typography for all sign bands, blade signs, wall or casework mounted graphic materials. Exposed mounting devices, crossovers, or raceways are not permitted. All signs must meet national and local safety standards.

The Tenant shall use a professionally trained graphic designer to develop signage, graphics and corporate identities. Professionals shall communicate competently on issues of contrast, legibility, typefaces, viewer recognition factors, proportion and semantics of visual communication. Graphic materials submitted directly by sign fabricators will not be accepted.

Temporary Signing: Where temporary signing is allowed by the D.O.A., and which can be viewed from public areas, it shall be designed, constructed and executed with quality and professional standards of fabrication. Temporary signs will be reviewed and approved by the D.O.A. Temporary signs may be reviewed for sign type and / or layout depending on the application.

Such signs at Tenant locations include, but are not limited to, signs specifying prices, schedules, cancellations, national or local promotion, "SALE" or "SPECIALS", menu, order here, queuing instructions and designation of condiment bars, trash and / or recycling receptacles and maintenance signs or stanchions.

Tape, push pins, Velcro or other similar methods of attachment for temporary signs is prohibited. Method of attachment or display will be reviewed and approved by the D.O.A.

Commercially produced graphics for nationally produced and merchandised products, including cardboard "dumps", "pop-ups", "standees", or "cutouts" or other temporary promotional displays are generally unacceptable and may not be displayed at point of sale.

Prohibitions: The following are not permitted in signing, graphic or corporate identity applications except by special review and approval:

- Strobe, flashing or blinking lights.
- Iridescent or luminous signs.
- Externally illuminated signs.
- Inflatable objects.
- Mechanical, animated or kinetic signs.
- Dioramas.
- Formed or molded plastic signs.
- Hand - prepared or lettered placards
- Ceiling hung signs, banners or objects
- Boxed or cabinet type, except when totally recessed.
- Cloth, paper, cardboard and similar stickers or decals
- Noise making, or odor producing
- Exposed labels of sign manufacture, underwriters.

Tenants may not paint or adhere permanent or temporary decals, art work or signing indicating product line, credit card acceptability or security system warnings to columns, spandrel or glazed storefront elements.

Manufacturer Labels: No manufacturer labels are permitted on display fixtures, lighting equipment, sign boxed or other premanufactured units.

Internally Illuminated signs: No exposed ballasts are permitted.

Room Numbering: No signs, other than Terminal standard room numbering and labeling, are permitted within the public view. All sign applications to interior and exterior Tenant doors will be subject to review and approval by the D.O.A.

Letter Size: Minimum lettering size is 5/8" capital letters. Maximum proposed letter height will be reviewed and approved by the D.O.A.

Hours of operation: Presentation of "Hours of Operation" shall be the standard application of vinyl to glass sub-surface signing as specified in Exhibit EXH-7.1 No "OPEN / CLOSED" signs may be posted.

Credit Card Acceptability: Credit card acceptance signs shall be displayed at cash registers / point of sale. Silk-screened or vinyl art work on clear acrylic shall be mounted to the register or on a low profile adjacent surface. Maximum sign area shall be 8" x 10".

Brochure displays: Tenants who wish to offer or display brochures, bag tags or other literature at any location shall procure clear acrylic easels or holders. Maximum overall dimension shall be 8 1/4" x 11". Such fixtures may not be affixed to any casework either on a permanent or semi - permanent basis. Tenants shall review samples of their brochure displays with the D.O.A. prior to procuring for Terminal - wide use.

Signbands: Use of internally illuminated sign application is limited to storefront signbands. No permanent or temporary signing, graphic and / or displays or corporate logos may be fastened to the base building elements by the Tenant.

Blade Signs: Blade signs shall be used for display of corporate logos. Blade sign inserts shall be an acrylic panel. Copy shall be computer generated or photographically reproduced preferably four - Color. See Exhibit EXH-7.2 for letter / copy area limits and sign specifications.

Refer to Tenant specific Chapters for particulars.

7.2.9 Merchandising Displays

Materials used in displays within the Design Control Zone shall conform to the criteria set forth above except by special review and approval by the D.O.A.

Display lighting shall be provided for the express purpose of highlighting merchandise in display windows. Acceptable lighting equipment for display lighting include:

1. Recessed or track mounted incandescent, or halogen adjustable fixtures for MR 16 or PAR 36 low voltage lamps with integral step down transformer and accessories.
2. Recessed or track mounted incandescent or halogen adjustable fixtures for PAR-20 or PAR-30 lamps and accessories.

C7-54

Adjustable lighting equipment within the Design Control Zone and remaining Tenant areas must be positioned or shall have accessories to eliminate glare into public areas of the Terminal. Special attention to the use of mirrored surfaces will also be required to prevent reflected light and / or reflection of exposed lamps.

Use of decorative neon accent lighting within Tenant displays may be approved by the D.O.A. Design review and approval will be required prior to fabrication and installation.

Lighting equipment selected by Tenants for display lighting for merchandise areas will be subject to design review and approval by the D.O.A.

7.2.10 Fixtures / Furnishings / Equipment

Fixtures, furnishings and equipment including, but not limited to, furniture, casework, millwork, kitchen and other equipment, display units, hand or guard rails and other accessories are visual elements whose placement, either within the Design Control Zone or in other lease areas which can be viewed from public circulation areas, should be given special consideration by the Tenant. Fixtures and furnishings shall have a custom integrated appearance. Unfinished, exposed surfaces on any off-the-shelf or custom fabrication or construction are unacceptable. Selection, design of, and placement of such items, whether permanently affixed or movable, will be reviewed and approved by the D.O.A.

Mobil equipment shall have factory or manufacturer installed bumpers on all exposed edges and semi - inflated tires to prevent damage to interior wall and floor finishes.

Casework and millwork construction shall comply with criteria contained in this Manual. Casework or millwork used to display or store goods shall be lockable. Loose fixtures or equipment shall be securable or storable.

No used furnishings, fixtures or equipment are permitted if they can be viewed from public areas. Furnishings, fixtures or equipment shall be maintained in good working order.

Anti-fatigue Mats: Shall be procured and maintained by the Tenant.

7.2.11 Window Treatments

To ensure uniform appearance of the Mezzanine Block window wall, all Tenant spaces at the Mezzanine level will receive mini-blinds as a part of the Terminal Build-out. Building standard mini blinds will be Levolor - Rivera Series - 1" slats - color 1386 emerald ice.

The mini blinds will be mounted in sections which match the vertical angle assembly. The Tenant may not modify or change the blinds without prior approval from the D.O.A.

Window treatments at any other locations must be approved by the D.O.A.

7.2.12 Floor and Roof Structure

Tenants shall verify loading conditions created by the installation or suspension of Tenant provided equipment or systems that may result in a concentrated load of 500 lbs. or greater.

Any concentrated loads suspended from the roof structure shall be suspended from the beams.

Suspension from building floor and roof decks is prohibited.

Antennas: Antennas shall only be permitted at designated locations. All Tenant installed antennas shall be coordinated and approved by the D.O.A.

7.2.13 Mechanical (HVAC)

Tenants shall not use refrigeration equipment utilizing water cooled condensers that reject heat to cooling towers or to potable water systems. Refrigeration equipment shall be served by air-cooled condensers.

All Tenant installed outside air systems and exhaust fans shall be coordinated with the D.O.A. Tenants shall balance their air distribution system to meet the D.O.A.'s requirements. Each space, other than kitchen and toilet facilities shall be designed to maintain a .05 inch W.G. positive pressure differential from the outside.

7.2.14 Fire Suppression / Life Safety

Where independent or supplemental HVAC systems are provided by the Tenant, the following criteria shall apply:

Tenant provided fire life safety system shall be compatible with the system provided by the D.O.A. for the Terminal building.

A smoke detector shall be provided by the Tenant in the return air duct, ahead of the outdoor intake, and in the supply duct for systems of 2,000 CFM or greater. When a smoke detector or fire life safety system is energized, the supply fan will stop. The fire marshal may, at his/her discretion, manually energize the system from the fire alarm panels.

For Tenant areas served by Fan-Coil Units, such units shall be designed to shut down when a fire occurs in the area. Tenant shall provide visual and audible notification devices for connection to the building fire alarm system complying with NFPA 72 and The American with Disabilities Act (ADA). Tenant provided fire suppression system shall be connected to the building fire alarm system or annunciation. Tenants shall be responsible for all tie-in connections to the building life safety system.

Tenant shall provide and install a minimum of one ABC type portable fire extinguishers for every 3,000 square feet of Tenant lease area. The extinguishers shall be multi-purpose chemicals, 20 BC:10 C, UL rated. Portable fire extinguishers shall conform to all local codes.

All cooking surfaces, grills, ranges, ovens and similar equipment shall be provided with a fume exhaust hood and 80% outside air supply. The hood shall be provided with a pre-engineered approved type fire suppression system automatically and manually activated.

The hood electrical control panel shall be provided with two sets of dry contacts for remote alarm and controls which shall interface with the building fire alarm system. Tenants shall provide required cables, devices and interface point to the fire alarm system.

7.2.15 Queue Control / Stanchions

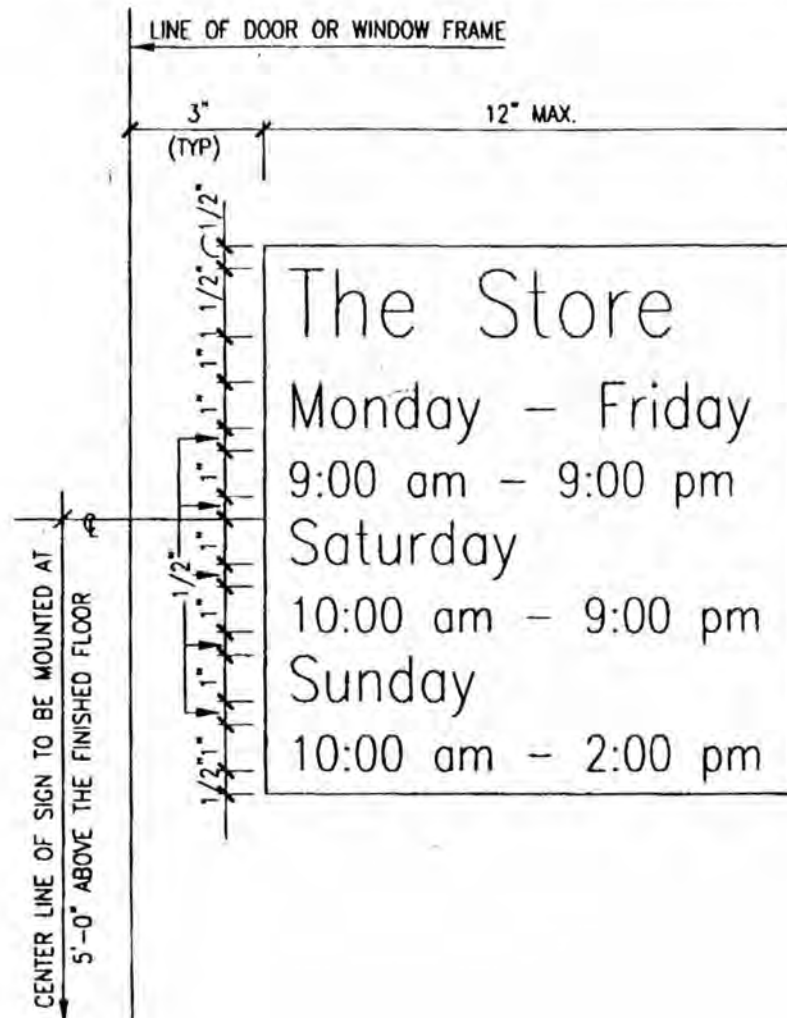
Tenants shall be responsible for controlling individual queues within or immediately adjacent to their lease premise so that customer queues do not interfere with general circulation and / or interfere with public circulation through public areas. Tenants shall procure, store and have available for immediate use control devices. Such devices shall be employed at any time that excessive queues may form.

Queue control devices shall be the building standard Visiontron "Retra-Belt", satin chrome finish, with black belt and floor protector glides.

Queuing Signage: Queue control signage shall be 14"W x 11"H, black back ground with white lettering to fit into Visiontron FR1411 frame.

7.3 ENFORCEMENT

Any Tenant installed items which do not conform to this criteria, or for which prior authorization through D.O.A. review and approval process was not received, may be removed by the D.O.A. Any cost associated with removable of installed items will be reimbursed to the D.O.A. by the Tenant.



NOTE: ALL LETTERING TO BY
HELVETICA MEDIUM TYPEFACE,
SILKSCREENED OR VINYL
REVERSE APPLIED.

THE PSP TEAM

Page Southward Page - Conder and Associates - Lindholm & Brown - Lawrence R. Spaul
Culver Felt & Reynolds Architects - Granger Incorporated - Burns & McDonnell
Jensen-Barnhart & Associates - Leasing One & Real - EGT Incorporated
RLO Engineering Incorporated - Architecture Plus
608 West Avenue - Austin, Texas 78701 - 512 477-6721 - Fax 512 477-3211



AUSTIN - BERGSTROM INTERNATIONAL AIRPORT

PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

DRAWING DESCRIPTION:
HOURS OF OPERATION
SIGNING CRITERIA

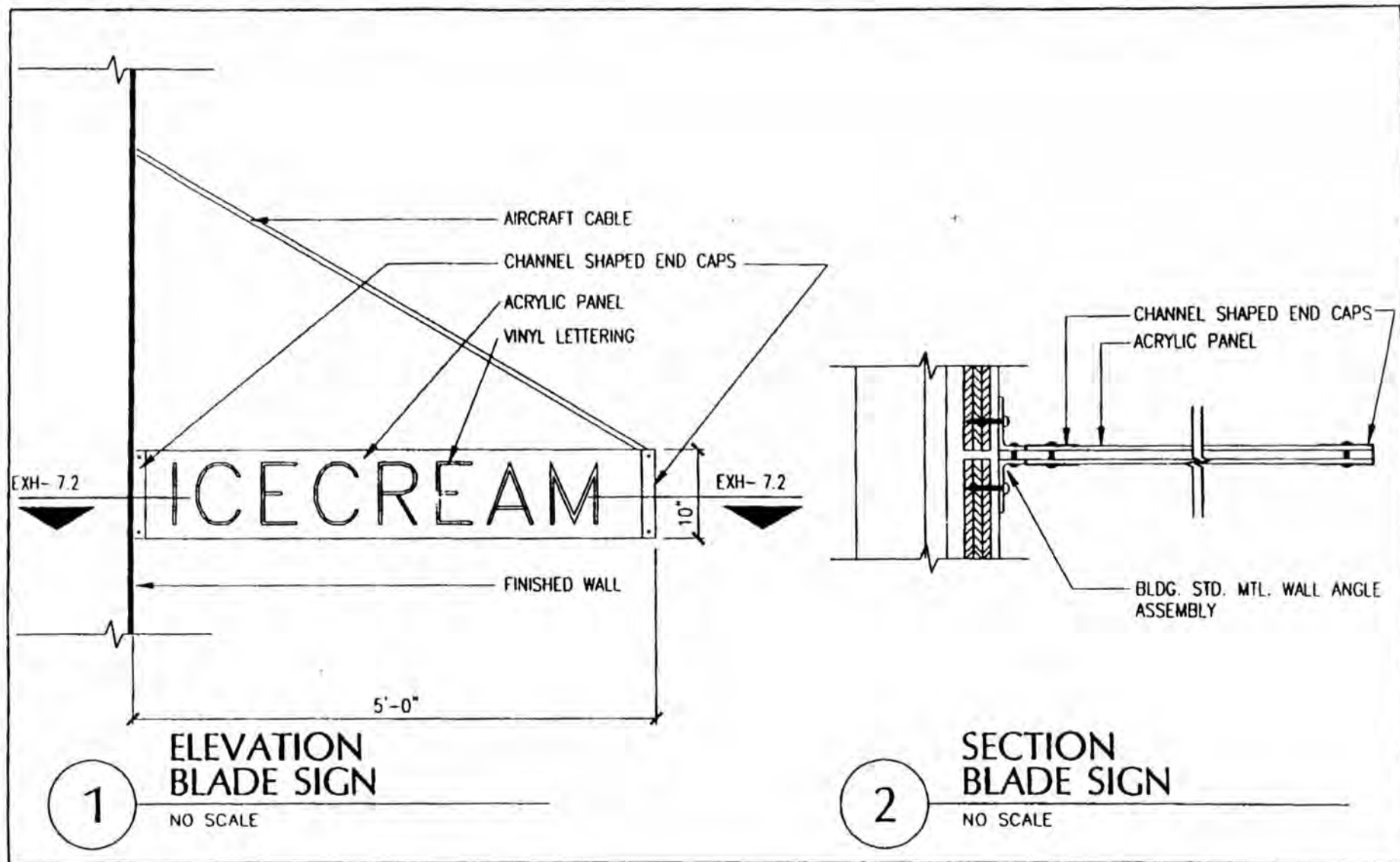
DATE: 1FEB97
SCALE: NONE
SHEET NO.

EXH-7.1

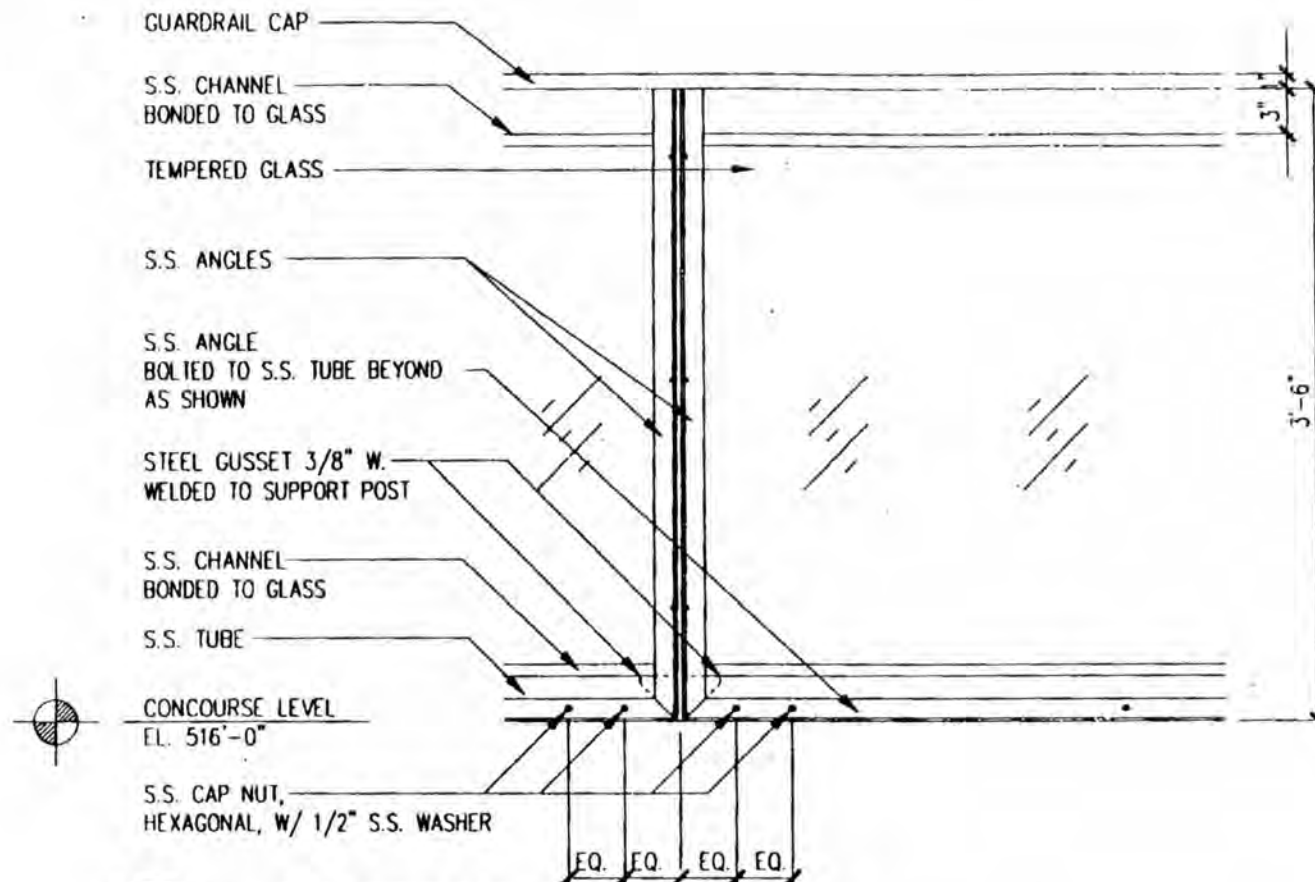
NAPT, Contract No. 11000C

Project Name No. 00000

MP/CP No. 400-017-0011



<p>THE PSP TEAM</p> <p><small>Page Southland Page - Conder and Associates - Lehigh & Brown - Lawrence W. Smith Carter & Associates Architects - Granger Incorporated - Burns & McDonnell Jester-Gundlach & Associates - Lawrence Ortiz & Reed - ECT Incorporated SLP Engineering Incorporated - Architecture Plus</small></p> <p><small>608 West Avenue - Austin, Texas 78701 - 512 477-8721 - Fax 512 477-3211</small></p>	<p>HAPT</p> <p><small>NEW AIRPORT PROJECT TEAM DEPARTMENT OF AVIATION CITY OF AUSTIN</small></p>	<p>AUSTIN - BERGSTROM INTERNATIONAL AIRPORT</p> <p>PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS</p> <p><small>HAPT, Contract No. 7100000 Permit No. 000000 HP/CP No. 100-017-0011</small></p>	<p>DRAWING DESCRIPTION: BLADE SIGNAGE</p>	<p>DATE: 17FEB97 SCALE: NONE SHEET NO. EXH-7.2</p>
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1
4.15

GUARDRAIL ELEVATION

THE PSP TEAM

Page: Southland Page - Corbin and Associates - Lindstrom & Brown - Lawrence R. Smith
 Culture Lab & Design Architects - Oakley Incorporated - Burns & McDonnell
 Austin - Condon & Associates - Laxson City & Hall - B.C. Incorporated
 R.R. Engineering Incorporated - Architecture Plus
 608 West Avenue - Austin, Texas 78701 - 512 477-6721 - Fax 512 477-3211



AUSTIN - BERGSTROM INTERNATIONAL AIRPORT

PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

NAPT Contract No. 118000

Project Issue No. 00000

AP/CP Date: 08-01-0011

DRAWING DESCRIPTION:
 TYP. BUILDING STD.
 GUARDRAIL ELEVATION

DATE: 1/18/97
 SCALE: NONE

SHEET NO.

EXH-7-3

CONCOURSE

GUARDRAIL CAP, S.S., 2" x 1"
WELD TO S.S. ANGLE,
GRIND SMOOTH

S.S. ANGLE,
1 1/2" x 1 1/2" x 3/16" x 5'-6"
THRU-BOLTED TO SUPPORT POST

TEMPERED GLASS,
2'-8 3/4" x 3/8",
W/ S.S. CHANNEL, 3/4" H.,
BONDED TO GLASS ALL FOUR SIDES

S.S. ANGLE,
1 1/2" x 1 1/2" x 3/16" x 3'-1 1/2"
FRICTION-BOLTED TO SUPPORT POST

SUPPORT POST

S.S. TUBE, 3" x 3" x 3/16",
NOTCH @ SUPPORT POST AS REQ'D.

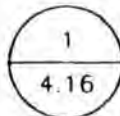
S.S. TRIM ANGLE,
1 1/2" x 1 1/2" x 3/16"
BOLTED TO S.S. TUBE

CONCOURSE LEVEL
EL. 516'-0"

S.S. CAP NUT,
2-PIECE HEXAGONAL,
ON EXTERNAL THREAD
CUT TO SIZE,
W/ 1/2", S.S. WASHER
EA. SIDE, TYP.

TENANT
LEASE SPACE

FIN. FLOOR ON CONC. SLAB
& TOPPING



GUARDRAIL SECTION DETAIL

1" = 1'-0"

THE PSP TEAM

Page Southward Page - Corridor and Association - Landmark & Design - Lawrence W. Speck
Culver Kader & Associates Architects - Granger Incorporated - Burns & McDonnell
Jester-Burton & Associates - Loomis, O'Neil & Reed - ECT Incorporated
RFP Engineering Incorporated - Architecture Plus
400 West Avenue - Austin, Texas 78701 - 512 477-8721 - Fax 512 477-3211



AUSTIN - BERGSTROM INTERNATIONAL AIRPORT

PASSENGER TERMINAL FACILITY TENANT DESIGN STANDARDS

DRAWING DESCRIPTION:
GUARDRAIL SECTION DETAIL

DATE: 1/FEB/97
SCALE: NONE

SHEET NO.

EXH-7.4

NAPT Contract No. 11998C

Parent Issue No. 69006

UP/CP No. 448-517-0511

CHAPTER 12.0 MISCELLANEOUS COMMERCIAL STANDARDS

12.1 APPLICABILITY

The standards contained in this Chapter apply to a variety of commercial or passenger related services that may be located throughout the Terminal.

Areas include the following:

12.1.1 Advertising

The Tenant will be required to use a professionally trained graphic designer to develop message and visual materials intended for use at advertising locations. Advertising shall have graphics, wording and/or imagery that is clean, clear and crisp in execution. Topography shall be computer generated or of equal quality. Letters shall have smooth and sharp edges. Cut edges shall be straight and true.

Words shall be level and parallel to sign casework if providing information messages.

The D.O.A. will review and approve all proposed art for printed material and transparencies for development of advertising media proposed by Tenants for display in the Terminal.

Videos: The Tenant will be required to use a professionally trained multi-media consultant to develop promotional video materials. Such consultants shall have a minimum of five (5) years of producing credits. Videos shall be professionally produced, recorded and edited on broadcast quality tape format.

The D.O.A. will review and approve all proposed video materials including scripts and / or story boards prepared to communicate content, style and pace of the video program prior to execution of custom video materials. Story boards shall include proposed visual concepts and / or key images, animation, special effects, backgrounds and graphic messages.

Prohibitions

Printed Materials: Inferior reproduction will be rejected. Low contrast complex images or lettering smaller than 5/8" may be considered inappropriate. Primitive execution of artwork is unacceptable. Handwritten copy is unacceptable.

Transparencies: Visible seams and light leaks are unacceptable in transparency installations.

Videos: Logo tapes shall be no longer than one hour so as to eliminate long segments of signal noise. Audio programs are not permitted.

12.1.2 Directories

Building and commercial directories have been provided by the D.O.A. to assist the traveling public in wayfinding.

Commercial directory inserts shall be provided by the Retail and Food and Beverage Tenants. Film negatives listing the name of the establishment and room number in project standard format shall be provided.

Building directory inserts will be periodically reviewed to ensure that information is current and accurate. Changes to the directories will be executed by the D.O.A.

Additional directories, if desired by the D.O.A., will be located so as not to disrupt passenger movements.

12.1.3 Newspaper Dispenser Racks

Newspaper vending areas will be established by the D.O.A. Additional vending locations will be reviewed and approved by the D.O.A. prior to procurement and installation of additional racks.

Approved dispenser racks are as manufactured by Geo-Rack, Inc.

Advertising / Additional Signs: Sign placards on, over or above boxes on a temporary or permanent basis are prohibited.

12.1.4 Baggage Carts / Dispensers

Baggage carts / dispenser locations have been established throughout the Terminal by the D.O.A. Additional locations, if required, will be reviewed and approved by the D.O.A. prior to procurement and installation of additional units. Layout shall ensure that there is adequate space at either end of the dispenser for removal and insertion of the carts themselves without damage to adjacent surfaces or other freestanding elements.

Instructional signage / Supplemental Advertising: Instructional signage shall be integral to the cart system and shall be permanently affixed. Instructional signage and graphics shall comply with the criteria set forth in Chapter 7 of this manual. Supplemental advertising, if desired by the vendor, shall be reviewed and approved by the D.O.A. prior to display or installation.

Installation: All wiring shall be concealed. Any floor plates shall be set flush with adjacent floor surfaces. Floor plate edges shall be ground smooth with no protruding fasteners.

Personal luggage carts / dispenser shall be of a single variety.

12.1.5 Information Counter

The information counter occurs at the baggage claim level. The casework accommodates a CRT and keyboard, has storage compartments for the display of various kinds of information of interest to the passengers and visitors.

No temporary or permanent signs, banners or displays may be mounted to or hung from any portion of the information counter.

12.2 GENERAL CRITERIA / PROHIBITIONS

12.2.1 General Criteria

All Tenants, Vendors, Tenant procured service operation or providers of miscellaneous commercial areas or elements shall comply with the general design standards contained in Chapter 7 of this manual. In addition, the following specific criteria shall apply.

12.2.2 Modifications / Alterations

Tenants may not alter controlled materials or base building elements without prior approval from the D.O.A. This includes columns within any area, structural elements above storefronts, floors, walls or ceiling surfaces. All proposed modifications to existing areas regardless of the Tenant or occupant will be reviewed by the D.O.A.

Such modifications include changes to finish materials or color, modifications to casework or millwork, the addition or removal of signage, the addition of free standing casework including, but not limited to, interactive video units, insurance vending, automatic teller or ticket machines, facsimile or copy machines or postal vending units, replacement of or changes to lighting, furnishings or fixtures.

Approved new construction or installations of new or additional elements shall return existing floor, walls and ceiling surfaces to their original condition.

12.2.3 Storage

Storage of supplies, merchandise, equipment or furnishings associated with administrative or business functions shall occur in areas provided: either in storage rooms or casework. Tenants and other occupants shall maintain an uncluttered appearance in areas visible from public circulation areas of the Terminal complex. Display of personal mementos in areas visible to the public is prohibited.

12.2.4 Signing / Graphics Inside Designated Areas

Standard vendor signing may be acceptable if reviewed and approved by the D.O.A. Sign application and method of attachment shall be permanent and vandal proof. Freestanding or attached advertising units that are part of the manufacturers standard system may be acceptable if reviewed and approved by the D.O.A. Such systems shall not intrude into the public way beyond designated locations or interfere with wayfinding by being visually intrusive into the environs. Such criteria shall be applicable to standard commercial elements including but not limited to personal luggage carts / dispensers, lockers and newspaper dispensers.

12.2.5 Music / Television

In keeping with a professional and service oriented Terminal environment, personal portable televisions, radios, tape or compact disk players are discouraged at miscellaneous commercial locations, including, but not limited to the shoeshine stands, or other sales or service counters.

12.2.6 Furnishings / Fixtures / Equipment

The D.O.A. will review and approve Tenant provided furnishings / fixtures / equipment on a periodic basis. Tenants may be required to replace or repair worn, damaged, frayed, shabby or broken items.

12.2.7 Brochure Displays

Tenants or occupants who wish to offer or display brochures or other literature / materials at any location, for which provisions have not otherwise been included in the D.O.A. provided casework, shall procure clear acrylic easels or holders. Maximum overall dimension shall be 8 1/2" x 11". Such fixtures may not be affixed to any casework or building surface either on a permanent or semi-permanent basis. Tenants and occupants shall review catalog cuts or sample displays with the D.O.A. prior to procurement for use in their areas.

EXHIBIT E
INSURANCE REQUIREMENTS

1. Contractor and its subcontractors shall not commence operations under this Agreement until Contractor and its subcontractors have obtained the required insurance and Certificates of Insurance are received and reviewed by the City indicating required coverage. If coverage period ends during the Term of the Agreement, Contractor and its subcontractors must, prior to the end of the coverage period, forward a new Certificate of Insurance to the City as verification of continuing coverage for the duration of this Agreement.
2. Approval of insurance by the City and the required minimums shall not relieve or decrease the liability or responsibility of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
3. Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best rating of B+VII or better. Companies with A.M. Best ratings of A- or better, if required, shall write hazardous materials insurance. The City shall accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
4. Contractor will not engage in operations or store any property in the facilities that will cause an increase in the premium rate paid by the Airport for fire and extended coverage insurance or that will cause an increase in the premiums paid for such insurance of other Contractors in the Airport, unless Contractor pays the entire amount of such increase or increases. Further, Contractor will not engage in operations or store any property in the facilities which may make void or voidable any such insurance policies.

All endorsements, waivers, and notices of cancellation endorsements, as well as Certificates of Insurance naming the City and the United States Air Force as additional insureds shall indicate:

City of Austin/Department of Aviation
Attn: Airport Property Manager
3600 Presidential Boulevard
Austin, Texas 78719

5. The "other" insurance clause shall not apply to the City or the United States Air Force where the City or the United States Air Force is shown as additional insureds on any policy. It is intended that policies required in this Agreement, covering both the City, the United States Air Force, and Contractor, shall be considered primary coverage as applicable. If insurance policies are not written for amounts specified below, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
6. The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

7. The City reserves the right to review the insurance requirements set forth during the Term of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or the financial condition of the insurance company as well as the Contractor.
8. Contractor shall not cause or permit any insurance to lapse or to be canceled during the Term of this Agreement.
9. Contractor shall pay all premiums, deductibles and self-insured retention's, if any, stated in policies. All deductibles or self-insured retention's shall be disclosed on the Certificate of Insurance.
10. Contractor shall carry insurance in the following types and amounts for the duration of the Agreement, and furnish certificates of insurance and policy endorsements as evidence thereof:
 - A. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code Title 5.) and minimum policy limits for employers liability of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
 - (1) A Waiver of Subrogation in favor of the City of Austin, form WC 420304
 - (2) A 30 day Notice of Cancellation/Material Change in favor of the City of Austin, form WC 420601
 - B. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations minimum limit of liability. The policy shall contain the following provisions:
 - (1) Blanket contractual liability coverage for liability assumed under this contract
 - (2) Medical expense coverage with a minimum limit of \$5,000 any one person
 - (3) Fire Legal Liability with a minimum limit of \$50,000
 - (4) Independent Contractors coverage
 - (5) City of Austin listed as additional insured
 - (6) Sixty-day Notice of Cancellation in favor of the City of Austin endorsement CG 0205
 - (7) Waiver of Transfer of Right of Recovery Against Others in favor of the City of Austin endorsement CG 2404
 - C. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. The policy shall contain the following provisions:
 - (1) City of Austin named as additional insured, form TE 9901B

- (2) Thirty-day Notice of Cancellation in favor of the City, Form TE 0202A
- (3) Waiver of Subrogation endorsement TE 2046A

11. A contractor employed by Contractor to construct or install the System shall be subject to the same insurance requirements applicable to Contractor, as described above. In addition, a contractor must also obtain the following coverages, and provide an acceptable Certificate of Insurance evidencing such coverage:

Property insurance coverage/Builders Risk on an "All Risk of Physical Loss" form for 100% of the value of all improvements leased from City, or constructed by or for Contractor on the Airport. Coverage shall include but not be limited to fire, wind, hail, theft, vandalism and malicious mischief. The coverage shall be written on a replacement cost basis. The proceeds from such insurance shall be used to restore the improvements to their original condition in the event of a covered loss.

12. A contractor employed by Contractor to provide professional services shall be subject to the same insurance requirements applicable to Contractor, as described above. Professional services include Architectural, Engineering and Quantity Surveying. In addition, contractors providing professional services must also obtain the following coverages, and provide an acceptable Certificate of Insurance evidencing such coverage:

Professional Liability Insurance with a minimum limit of ONE MILLION dollars (\$1,000,000.00) per claim and in aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy shall provide for 30 day notice of cancellation in favor of City.

EXHIBIT F

AIRPORT SHARED TENANT SYSTEM TERMS OF USAGE



Department of Aviation
INFORMATION SYSTEMS
M E M O R A N D U M

From: ABIA Help Desk
City of Austin / Austin-Bergstrom International Airport
Information Systems Division

Subject: Shared Tenant Services (STS) – Terms of Use

Enclosed please find the City of Austin / Department of Aviation, STS Terms of Use and Service Request Form. The STS Terms of Use is a contractual agreement required by Austin-Bergstrom International Airport tenants for telephone and/or data services at one of the following service levels:

- Level 1: Full Service – All telephone and data services will be provided on a rental basis. It shall include installation, CLEC services, training, service and maintenance.
- Level 2: Switched Local Service – Only CLEC services will be provided and delivered to the tenant location(s). The tenant will provide telephones.
- Level 3: Provisioned Connectivity Service – CLEC network services will be delivered from building 1101 to the tenant site(s). The tenant will provide all CLEC and telephone service.

Please complete, sign, and return the following forms:

- ❖ Application for Service & Telephone Equipment Request (page 8)
- ❖ Long Distance Carrier / Designation (page 9)
- ❖ Finance Division – Accounts Receivable Client Data Sheet (page 10)

Mailing address: Austin-Bergstrom International Airport
Shared Tenant Services
3011 Employee Avenue, Bldg. 1101
Austin, Texas 78719

Fax number: (512) 530-4576

Upon receipt of completed forms a work order for service will be issued. If you have any questions regarding Shared Tenant Service issues, please feel free to call (512) 530-6334.



AUSTIN-BERGSTROM INTERNATIONAL AIRPORT
SHARED TENANT SERVICE TERMS OF USE



1. **Definitions.**

- A. Agreement – consists of Tenant's Application for Service and Telephone Equipment Request, the Airport STS Terms of Use and Schedule of Fees, in effect from time to time.
- B. Airport – Austin-Bergstrom International Airport, a municipal airport owned, operated, and located in the City of Austin, Texas.
- C. City – The City of Austin, Texas, a home-rule municipal corporation, acting by and through its Department of Aviation.
- D. Contract Administrator - The Airport Information Systems Division Manager, Austin-Bergstrom International Airport, 3011 Employee Avenue, Bldg. 1101, Austin, Texas 78719, telephone (512) 530-6336.
- E. Shared Tenant Services or STS – The telecommunications services, to include telephone installations/maintenance, local dial tone, long distance, data lines, telephone implements, that the City makes available to be shared by Airport tenants.
- F. Premise Distribution System or PDS – the Airport cable infrastructure composed of fiber optics and copper cable that is installed, owned, operated and managed by the City.
- G. Telephone Equipment – The telephone lines and wires, equipment, sets and accessories installed by the City in Tenant's premises at the Airport.
- H. Tenant – A person, company or other legal entity that occupies leased premises at the Airport, and has elected to participate in STS.

2. **Tenant Obligations.** By applying for service or leasing Telephone Equipment from the City under the Airport Shared Tenant Service program, Tenant agrees to perform the duties and obligations of Tenant set forth in these Terms of Use. Under no circumstances shall Tenant make, or engage any contractor or vendor to make, any changes, modifications, or repairs to the PDS or the Telephone Equipment. A Tenant who elects not to participate in STS, and installs its own telephone system must provide all switches, instruments, and other equipment necessary to interface with the Airport telecommunications demarcation point through the Airport's Premises Distribution System (PDS). A monthly charge will be imposed on such Tenants for use of the PDS. Tenant shall be solely responsible to maintain and repair any Tenant owned or supplied telephone system, equipment, or accessories. Tenant owned equipment and accessories must be compatible with the PDS. All telecommunication services must enter the Airport at the designated point of entry. Tenant shall not enter into any agreement with a telecommunications provider that may impair the declaration of a Minimum Point of Entry ("MPOE") for the Airport, the designation of the demarcation point, or the implementation or operation of PDS.

3. **City Obligations.**

- A. The City shall use commercially reasonable efforts to deliver and install the services and equipment ordered by Tenant by written service request at Tenant's premises at the Airport, but shall not be liable for any failure or delay in providing a requested service or equipment. The City shall notify Tenant if it is unable to comply with a Tenant service request. The City will serve as Customer-of-record and contract with local exchange carriers, and other vendors as may be required for the installation and maintenance of PDS
- B. The City shall be responsible for the maintenance and repair of PDS and the Telephone Equipment. The City shall undertake the repair or replacement of damaged or defective Telephone Equipment with a reasonable time after written notice from Tenant; but shall not be liable for any delay in making repairs. Tenant shall reimburse the City the all costs or expenses to repair or replace Telephone Equipment that is damaged or destroyed as a result of Tenant abuse, misuse, or negligence.

4. **Term.** The Agreement shall be effective as of the date of Tenant's written Application for Service and Request for Telephone Equipment is approved by the City, and subject to the termination rights of the parties in these Terms of Service, shall remain in effect for an initial term of one year, and month to month thereafter, unless otherwise specified on Tenant's Application for Service.



City of Austin

5. **Disclaimer, Limitation of Liability.** THE CITY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO STS, PDS, AND THE TELEPHONE EQUIPMENT, EXPRESSED OR IMPLIED, NOT EXPLICITLY STATED IN THESE TERMS OF SERVICE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS OF STS, PDS, OR THE TELEPHONE EQUIPMENT FOR ANY PURPOSE. IN NO EVENT SHALL THE CITY EVER BE LIABLE TO TENANT FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE USE, OPERATION, REPAIR OR MAINTENANCE OF STS, PDS, OR TELEPHONE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, CLAIMS OF TENANT'S CUSTOMERS, SUBTENANTS, AND CONTRACTORS, AND OTHER SIMILAR CLAIMS OR DAMAGES. TENANT ACKNOWLEDGES THAT THE CITY DID NOT DESIGN OR MANUFACTURE THE TELEPHONE EQUIPMENT.
6. **Use and Maintenance of Telephone Equipment.**
- A. Tenant is hereby granted the right to use and operate the Telephone Equipment during the term of the Agreement. Tenant shall use and operate the Telephone Equipment in a proper and careful manner in strict accordance with all applicable Federal, State and local laws, rules, and regulations, manufacturers' specifications and operating instructions, and industry standards.
 - B. Tenant must account for the Telephone Equipment at the end of the term of the Agreement. If, for any reason excluding the sole negligence or willful misconduct of the City, the Telephone Equipment is lost, stolen, destroyed or damaged beyond repair, Tenant shall pay City upon demand the replacement value of the Telephone Equipment.
 - C. Tenant shall not move or relocate the Telephone Equipment, or make any alterations, additions or improvements to the Telephone Equipment.
 - D. All additions, replacements, or substitutions of parts, equipment, or accessories to the Telephone Equipment made by the City constitute accessions, and become part of the Telephone Equipment and subject to the terms of the Agreement.
 - E. The City shall have the right to enter Tenant's premises where the Telephone Equipment is located to inspect the condition and use of Telephone Equipment at any reasonable time during the term of the Agreement.
 - F. The Agreement constitutes a lease of the Telephone Equipment, and is not intended to be, nor shall be construed as, a sale of the Telephone Equipment to Tenant. City at all times retains sole ownership and title to the Telephone Equipment. Tenant shall not by virtue of the Agreement acquire any right, title, equity, or other interest in the Telephone Equipment, except the rights explicitly set forth herein.
 - G. City may place and maintain on the Telephone Equipment a label or inscription that identifies City as the sole and exclusive owner of the Telephone Equipment. Tenant shall not remove, obscure, or deface such label or inscription, nor permit any other person to do so.
 - H. Tenant shall not relinquish possession or control of the Telephone Equipment, nor shall Tenant sell, mortgage, pledge, encumber, create a security interest in, or permit a lien to attach to the Telephone Equipment, without the prior written consent of the City.
7. **Fees and Payments.**
- A. Tenant shall pay to the City the fees and charges established by the City for the use of STS from time to time. A copy of the current fee schedule is available upon request from the Contract Administrator. The fee schedule is subject to change at any time. The City shall give Tenant written notice twenty (20) days prior to the effective date of a change in STS fees. Unless otherwise expressly stated in the fee schedule, the fees are exclusive of applicable state or federal taxes, excises or fees, if any.
 - B. Tenant shall pay to the City one half of the City's estimated cost of construction and installation of Tenant cabling, including both inside or horizontal cabling and external or building entrance cabling, prior to commencement of the work. The balance shall be due and payable upon completion of the cabling work. The City may refuse to commence service under the Agreement until such cabling construction and installation charges have been paid in full.
 - C. Tenant shall pay monthly recurring charges to the City within thirty (30) days of the date of invoice, without deduction or set-off. Tenant shall deliver payment to the Department of Aviation, Attention: Accounts

Receivable, Austin-Bergstrom International Airport, 3600 Presidential Boulevard, Suite 411, Austin, Texas 78719.

- D. If any payment required of Tenant under the Agreement is not made when due, Tenant shall pay interest on the amount outstanding from the due date until paid in full, at the lesser of one and one-half percent (1.5%) per month, or the maximum lawful rate. If any check tendered by Tenant in payment of fees or charges under the Agreement is not paid upon presentment by Tenant's bank, the City may, in addition to all other rights and remedies available to the City, upon written notice to Tenant, require all future payment to be made by certified check, money order, or other means to ensure payment of good funds.
8. **Security Deposits.** The City reserves the right to require Tenant to provide the City a security deposit equal to two months fees and charges for the services and Telephone Equipment ordered by Tenant. If the Tenant orders additional services or Telephone Equipment, an additional security deposit may be required. If Tenant has posted a security deposit under the terms of an Airport lease, concession, operating permit, or similar agreement with the City, the City shall have the right to satisfy any arrearages of fees or other amounts due under the Agreement from such security deposit. The City shall not be obligated to segregate a security deposit from the City's own funds, or to accrue or pay interest on the security deposit.
9. **Credit for Outages, Exclusive Remedy.** The City agrees to use reasonable commercial efforts to operate, manage, and maintain PDS, but does not represent or warrant that PDS will be free from service interruptions. In the event of an interruption in Tenant's service exceeding twenty-four consecutive hours caused by a failure or defect in PDS, excluding interruptions due to the negligence or other fault of Tenant, Tenant, as Tenant's exclusive remedy for such interruption, shall be entitled to a one-day credit against Tenant's monthly recurring charges for use of STS for each consecutive twenty-four hour period that PDS is inoperative.
10. **Default by Tenant.**
- A. Tenant shall be in default under the Agreement upon the occurrence of any one or more of the following events, and the failure by Tenant to cure such event within the specified period of time:
- (1) Tenant fails to pay any fee, rent, or charge under the Agreement when due, and such default is not cured within ten (10) days after written demand;
 - (2) Tenant files a voluntary petition in bankruptcy by Tenant, or involuntary proceedings in bankruptcy are instituted against Tenant, and such bankruptcy case is not dismissed within sixty (60) days after filing; a court shall take jurisdiction of Tenant and its assets pursuant to proceedings brought under the provision of any Federal or State reorganization act; a receiver is appointed for Tenant's assets; or any material assignment is made by Tenant for the benefit of its creditors;
 - (3) Tenant's Airport lease, sublease, concession, or operating permit, as applicable, expires or is terminated;
 - (4) Tenant uses STS or the Telephone Equipment in an unlawful manner or for unlawful purposes; or
 - (5) Tenant fails to perform and observe each of its material covenants or obligations under the Agreement and fails to remedy such default within thirty (30) days after written notice from the City.
- B. In the event of a default by Tenant, in addition to any other right or remedy available under the Agreement or at law or in equity, the City may:
- (1) Terminate the Agreement upon written notice to Tenant. Termination shall not relieve Tenant of liability incurred prior to such termination;
 - (2) Initiate default proceedings against Tenant under any Airport lease, concession, or operating permit between the City and Tenant; a default under the Agreement being an event of default under such other lease, concession, or operating permit;
 - (3) Suspend service under the Agreement to Tenant immediately and without further notice;
 - (4) Repossess the Telephone Equipment, in whole or in part, without legal process, free of all rights of Tenant in and to the property. Tenant expressly authorizes City, or its agents or employees, to enter any premises owned, leased, or controlled by Tenant where the Telephone Equipment is located, for the purpose of repossessing and removing the same. Tenant waives any claims or causes of action against City arising out of such entry and repossession, including but not limited to, claims for trespass. The repossession of one

item of Telephone Equipment shall not constitute a termination of the Agreement as to any other items of Telephone Equipment, unless City expressly so notifies Tenant in writing; and

- (5) Recover from Tenant all damages incurred by the City as a result of Tenant's default, including, without limitation, all reasonable expenses of repossession and enforcement of City's rights and remedies under the Agreement, including, but not limited to, attorneys' fees and court costs.
11. **Default by City.** The City shall be in default under the Agreement if the City fails to substantially perform its material obligations hereunder, and such failure is not cured within thirty (30) days after written notice from Tenant. If Tenant is not in default under the Agreement, in addition to any other rights or remedies available at law or in equity, Tenant may terminate the Agreement for cause upon ten (10) day's prior written notice to the City.
12. **Surrender Of Possession.** Tenant shall yield and deliver to City the possession of the Telephone Equipment on the termination of the Agreement, by expiration, or otherwise, or of any renewal, or extension hereof, in good working order. The City may elect to leave certain telephone wires and lines in place in Tenant's premises, but Tenant may not connect other telephones or equipment to, or use such wires or lines after termination or expiration.
13. **Tenant Change Requests.** Tenant shall not make any changes or modifications to the Telephone Equipment or in its participation in STS. Tenant shall pay the City for all costs associated in making any approved changes or modifications made for the benefit of Tenant. All requests for changes, modifications, or repairs will be made in writing to the Contract Administrator.
14. **Indemnity.** TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER (COLLECTIVELY, "**CLAIMS**") RESULTING FROM OR CONCERNING THE AGREEMENT OR STS, TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY, OUT OF (A) ANY BREACH OF THE AGREEMENT BY TENANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, (B) ANY FALSE REPRESENTATION OR WARRANTY MADE BY TENANT, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, HEREUNDER OR IN APPLYING FOR SERVICE, (C) INTERRUPTIONS IN SERVICE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, (D) DEFECTS IN THE DESIGN, MANUFACTURE OR INSTALLATION OF STS OR THE TELEPHONE EQUIPMENT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AND (E) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF TENANT, OR ITS AGENTS, EMPLOYEES OR CONTRACTORS.
15. **Sponsor Assurances.** The Agreement is subject to the provisions of any agreement heretofore made between the City and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended. Nothing herein is intended or shall be construed as a grant of an exclusive right.
16. **Compliance with Laws, Rules And Regulations.** Tenant shall comply with all laws, statutes, rules, and regulations applicable to Tenant's use of STS, PDS, and the Telephone Equipment. The City may adopt and enforce reasonable rules and regulations, which Tenant agrees to observe and obey, with respect to the operation, maintenance and use of STS, PDS, and Telephone Equipment; provided that such rules and regulations are consistent with applicable law.
17. **Change in Terms of Use.** The City may modify these Terms of Use at any time, but shall give Tenant thirty (30) days written notice prior to the effective date of any change. Continued use of STS or Telephone Equipment by Tenant after the effective date of a change in Terms of Use shall constitute acceptance by Tenant of the modified Terms of Use.
18. **Force Majeure.** The failure of the City to perform its obligations hereunder shall be excused if such failure is caused by the occurrence of an event of Force Majeure. Force Majeure shall mean acts and events not within the City's control, and includes, without limitation: Acts of God; strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil disturbances, acts of domestic or foreign terrorism, wars, riots or insurrections; landslides, lightning, earthquakes, fires, storms, floods or washouts; arrests and restraint of

rulers and people; interruptions by government or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to equipment or machinery. The City shall notify Tenant in the event of an occurrence of Force Majeure, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require the City to settle a strike or other labor dispute against its will.

19. **Notices.** Whenever any notice is required by the Agreement to be made, given or transmitted to the parties hereto, such notice shall be sent by personal delivery, commercial delivery service, or certified mail. Notices to the City shall be addressed to Director of Aviation, Austin-Bergstrom International Airport, 3600 Presidential Boulevard, Suite 411 Austin, Texas 78719, with a copy to the City Contract Administrator. Notices to Tenant shall be addressed to the person and address specified on Tenant's Application for Service and Request for Telephone Equipment. Notices shall be effective upon the earlier of receipt or three business days after the date the notice is postmarked or received by the delivery service. A party may, by giving written notice to the other, change the address at which its notices are to be received.

20. **Miscellaneous.**

- A. **Assignment, Successors and Assigns.** Tenant shall not sell, convey, transfer, pledge, or assign the Agreement in whole or in part, or any rights created hereby, without the prior written consent of the City. Any attempted sale, conveyance, transfer, pledge or assignment of the Agreement, or any rights of Tenant hereunder, without the consent of the City shall be null and void, and shall be a material breach of the Agreement. Subject to the foregoing provisions, the Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of parties hereto.
- B. **Severability.** The invalidity or unenforceability of any provision of the Agreement shall not affect validity or enforceability of any other provision of the Agreement, and the remainder shall be construed and enforced as if the invalid or unenforceable provision were never included in the Agreement. The parties agree to reform the Agreement to replace any such provision with a valid provision that comes as close as possible to the intent of the invalid or unenforceable provision.
- C. **Liability Of Agents And Employees.** No official, officer, agent, or employee of the City shall be charged personally or held contractually liable by or to the other party under the terms or provisions of the Agreement or because of any breach thereof or because of its or their execution or attempted execution.
- D. **Headings.** The articles, sections, subsections and headings contained in the Agreement are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of the Agreement.
- E. **Jurisdiction And Venue.** The Agreement is governed by the laws of Texas without regard to conflicts of laws principles. Any disputes relating to the Agreement must be resolved in accordance with the laws of Texas. Venue of any action brought concerning the Agreement shall be proper and lie exclusively in Travis County, Texas.
- F. **Nonwaiver Of Rights.** No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept and observed by the other party.
- G. **Entire Agreement.** The Agreement, together with its exhibits and attachments, contains the entire understanding and agreement between the parties hereto with respect to the terms of Tenant's usage of STS and Telephone Equipment. Although the Agreement may have been substantially drafted by one party, it is the intent of the both parties that all provisions be construed in a manner that is fair to both parties; interpreting no provision more strictly against one party than the other. It is further understood and agreed by Tenant that the City and its agents have made no representations or promises with respect to the Agreement, except as expressly set forth herein, and that no claim or liability or cause for termination shall be asserted by Tenant against the City, and the City shall not be liable by reason of the breach of any representations or promises not expressly stated in the Agreement. The City and Tenant are the only parties to the Agreement and as such are the only parties to enforce its terms. Nothing in the Agreement gives, or shall be construed to give or provide, any benefit, direct or indirect, to third parties unless a third party is expressly described as an intended beneficiary of its terms.



Austin-Bergstrom International Airport
Shared Tenant Services
Moves, Adds and Changes for FY 2007– 2008
Price List



Item	Description	Monthly Price	Installation Price
Stations (Full Service)			
1.	Analog Fax or Modem Port	\$19.36	\$151.00
2.	Analog Single Line Telephone	20.05	151.00
3.	Digital Set w/display, 16 buttons (Dterm)	24.89	151.00
4.	Digital Set w/display, 32 button	26.59	151.00
5.	Cordless Dterm	26.54	151.00
6.	VoicePoint Conference Room Telephone	30.62	151.00
ABIA Provided Dedicated Services			
7.	Dedicated Line – 1FB non-switched (TW-9000s)	15.04	75.00
Special Circuits/Switched Network Services			
8.	Analog Business Line/Trunk or 2 wire circuit	8.89	151.00
9.	4 Wire Circuit (Frame Relay, ISDN, BRI)	30.47	151.00
10.	Digital T-1 Circuit (DS-1)	33.19	207.00
Horizontal / Inside Cabling			
11.	Dual 4 pair, 24 A.G., E-CAT 5 (200')	N/A	318.00
12.	Single 4 pair, 24 A.G., E-CAT 5 (200')	N/A	216.00
Fiber SM/MM			
13.	Fiber SM/MM per strand	80.00	80.00
Labor Rates			
14.	Minimum Billing (1hr normal business hours)	N/A	75.00
15.	Overtime (per hour other than normal business hours)	N/A	135.00
16.	Weekends/Holiday (per hour)	N/A	180.00
Programming Charges			
17.	Software changes -- name displays, forwards, voicemail	N/A	25.00
	during normal business hours, (per hour)	N/A	
18.	Voicemail tree (per hour, normal business hours)	N/A	75.00
Supplies			
			Purchase Price
19.	Headset	N/A	75.00
20.	Replacement Telephone Clip	N/A	5.00
21.	Replacement 2-Line Splitter	N/A	5.00
22.	Replacement Single Line Phone	N/A	36.00
23.	Replacement Dterm 16 Button Digital Phone	N/A	214.00
24.	Replacement Dterm 32 Button Digital Phone	N/A	303.00
25.	Replacement Cordless Dterm 16 Button Digital Phone	N/A	536.00
Domestic Long Distance Rates			
	Intercontinental U.S.A.	\$.043/minute	
International Long Distance Rates			
	Vary according to country- available upon request		
External / Building Entrance Cable Charges			
	Quote will be provided		

Listed below are internet service provider names and contact information for your convenience. Please be advised this list is not all inclusive and in no particular order of preference.

Time Warner Cable (offers T1 service only) – Austin (Lisa Meyer) (512) 485-1766

Grande Communications – Austin (512) 220-4800

Northpoint Technology – Austin (512) 478-3400

Cox Communications – Austin (512) 479-9800

Covad - Adam Richards (866) 656-8757 extension 6729

SBC Yahoo DSL (866) 722-9246

Qwest (800) 603-6000

Bell South (866) 213-6300

ComCast (888) 375-4888



**Austin-Bergstrom International Airport
Shared Tenant Services
Information Systems Division**



Application for Service and Telephone Equipment Request

The Austin-Bergstrom International Airport Tenant identified below hereby applies for Shared Tenant Telephone Services and requests the City of Austin Department of Aviation to provide and install the Telephone Equipment designed below. In making this application, the Tenant agrees to comply with the City of Austin, Department of Aviation, Shared Tenant Services Terms of Use in effect from time to time, including without limitation, to pay to the City for service and Telephone Equipment provided to Tenant, in accordance with the City's Shared Tenant Service Fee Schedule. The person signing this Application on behalf of Tenant warrants that he or she has been duly authorized and empowered to order STS telephone service and to bind the Tenant, and that the information below is true and correct.

Signature: _____ Title: _____ Date: _____

Tenant Information:

1.	Tenant Name	
2.	Local Address	
3.a.	Billing Contact Name	
3.b.	Billing Address	
4.	Telephone Number	
5.	Fax Number	
6.	E-Mail Address	
7.	Contact(s)	
8.	ABIA Location(s) /Building Number(s)	
9.	Attached Floor Plan	
10.	Desired Activation Date	
11.	Tenant's Landlord	
12.	Additional Information	



**Austin-Bergstrom International Airport
Shared Tenant Services
Information Systems Division**



Long Distance Carrier / Designation

ABIA can provide long distance service through Time Warner Telecom. Rates are seven cents a minute. A monthly invoice will be provided which includes recurring phone charges and a call detail for your long distance calls.

Should you choose an alternative long distance carrier, please provide information to the Shared Tenant Services representative with carrier name and the pick code.

It is the responsibility of the tenant to notify the carrier of the Time Warner assigned extension.

Regarding publishing directory listing information, the tenant is responsible for coordinating information directly with Time Warner. The Time Warner representative, Christine Ray can be reached at (512) 485-6392.

Long Distance Carrier: _____

P.I.C. Code: _____
Obtained from your chosen long distance carrier (other than Time Warner)

Tenant: _____

Customer Signature: _____ Date: _____

*Tenant acknowledges that the City is not a long distance telephone service provider. In no event shall the City be liable for any act or omission of Time Warner Telecom, any interruptions of long distance service by Time Warner Telecom, or any failure of Time Warner to comply with its tariff or long distance service obligations to Tenant.

Directory Assistance Information

Do you want your company to be listed with directory assistance? Yes _____ No _____
If so, how do you want your company, location, and phone number to be listed in the business white pages?
(We are only able to place an order for directory assistance for numbers beginning with the 530 exchange.):

Would you like phone books? If so, please note the quantity. _____

Austin-Bergstrom International Airport

City of Austin – Department of Aviation

Finance Division – Accounts Receivable

Telephone Services Client Data Sheet

Company Name _____

Physical Address _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

E-Mail Address _____

Type of Business _____

Disadvantaged Business Enterprise?: Yes _____ No _____

Federal Tax ID # _____

Tax Exempt?: Yes _____ No _____ If tax exempt, you must provide certificate of exemption.

Contact Information

Contact Person _____ **Title** _____

Phone: () - Fax: () - Mobile/Beeper: () -

E-Mail Address _____

Contact Authorizing Payments _____ **Title** _____

Phone: () - Fax: () - Mobile/Beeper: () -

E-Mail Address _____

A/P Contact _____ **Title** _____

Phone: () - Fax: () - Mobile/Beeper: () -

E-Mail Address _____

MONTHLY BILLS WILL BE INVOICED ON THE 20TH OF THE FOLLOWING MONTH. FINANCE CHARGES WILL BE ASSESSED IN THE AMOUNT OF 1.5% PER MONTH FOR BILLS GREATER THAN 30 DAYS OLD. FINANCE CHARGES ARE CALCULATED AS OF THE LAST WORKING DAY OF THE MONTH.

NOTE: Service may be discontinued for non-payment of bills.

EXHIBIT G
LIVING WAGE CERTIFICATES

CITY OF AUSTIN, TEXAS
Living Wages and Benefits Employee Certification

Contract Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the contract (Section 31C), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$10.90 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$10.90 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee Name	Title
Signature of Employee	Date
Type or Print Name	

(Witness Signature)

(Printed Name)

CITY OF AUSTIN, TEXAS
Living Wages and Benefits Contractor Certification
(Please duplicate as needed)

Pursuant to the Living Wages and Benefits provision (Section 31C) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$10.90 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$10.90 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$10.90 per hour and offered a health care plan with optional family coverage.
- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Company Name		
Signature of Officer or Authorized Representative	Title	Date
Type or Print Name		



REQUEST FOR PROPOSAL ADDENDUM

RFP NO. MSO0011 ADDENDUM NO. 4 DATE OF ADDENDUM: 9/25/07
Neutral Host Distributed Antenna System

This Request for Proposal is hereby clarified/amended as follows:

1. The following questions were received prior to the question deadline on September 21:

- a. Can we see documentation detailing existing cellular/pcs provider equipment and locations?

Equipment and locations were included with Addendum #2 as Attachment 8. As stated in the Addendum #2 Q and A, interested firms may make an appointment with Diana Heath (512-530-6341) to view the plans provided by the carriers at installation.

- b. Can we see drawings detailing existing trunk radio system?

No. This is security sensitive information and will be made available as necessary to the eventual awardee, once the security clearance process has been done.

- c. Can we mount equipment in the IDF rooms?

Yes.

- d. What access restrictions will there be for our technicians to maintain/repair equipment in the IDF rooms?

ABIA is prepared to provide 24/7 access to up to 2 assigned technicians for the purposes of maintenance and repair of equipment. These persons must be capable of passing background checks and criminal history checks and must attend all safety and security trainings as required by Homeland Security and ABIA for employees working in secure areas of the airport. Any change of personnel will require authorization from ABIA Information Systems before access will be granted. Any breach of security protocol may be grounds for access revocation.

- e. Who is responsible for the removal of cabling/equipment rendered obsolete by this new system?

As stated in Addendum #2 Q and A, according to the Carrier agreement with ABIA, the carriers are responsible for removing all cabling and equipment associated with their site installations.

- f. Can we submit a Bank Letter of Credit or a Cashiers Check in lieu of the Performance Bond in the amount of not less than 5% of the total proposal?

If you are referring to the Proposal Bond, which must be submitted with your proposal, please refer to Section 0400, Supplemental Purchase Provisions, item 3, which states that the only acceptable Proposal Bond will be a Proposal bond with Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City. No alternatives will be accepted.

The Performance Bond is also discussed in Section 0400, item 5. Again, no alternatives will be accepted.

2. All other terms and conditions remain the same.

Approved: signed copy available in the Purchasing Office
Mick Osborne, Sr. Buyer Specialist, (512) 974-2995
Finance and Administrative Services Dept.
Purchasing Division
P.O. Box 1088
Austin, Texas 78767-8845



Acknowledged:

Proposer/Firm

Signature

Date

RETURN THIS DOCUMENT SIGNED PRIOR TO RFP CLOSING DATE AND TIME OR WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED.



REQUEST FOR PROPOSAL ADDENDUM

RFP NO. MSO0011 ADDENDUM NO. 3 DATE OF ADDENDUM: 9/18/07
Neutral Host Distributed Antenna System

This Request for Proposal is hereby clarified/amended as follows:

1. This item replaces Addendum #1, Item 6:

The city may be able to provide work space but can not guarantee that this space will be available at all times or at the same location on any given day. Any requirements for permanent space shall be at the sole expense of the contractor. Work space is defined as a desk or cubical with no other services provided. Such space may only be available during the city's normal working hours. Any other work space requirements of the contractor shall be at the contractor's expense.

2. The light poles on the back side (south) of the terminal are available for use in mounting devices. However a mounting diagram and device cut sheet must be submitted to the Department of Aviation Building Maintenance Division for review and approval.
3. All other terms and conditions remain the same.

Approved: **signed copy available in the Purchasing Office**

Mick Osborne, Sr. Buyer Specialist, (512) 974-2995
Finance and Administrative Services Dept.
Purchasing Division
P.O. Box 1088
Austin, Texas 78767-8845

Acknowledged:

Proposer/Firm

Signature

Date

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REQUEST FOR PROPOSAL ADDENDUM

RFP NO. MSO0011 ADDENDUM NO. 2 DATE OF ADDENDUM: 9/12/07
Neutral Host Distributed Antenna System

This Request for Proposal is hereby clarified/amended as follows:

1. The questions received thus far are posted to the Purchasing Office website as MSO0011QandA.
2. A spreadsheet of current carrier equipment locations is posted to the Purchasing Office website as MSO0011ATT8.
3. Drawings are now available on CD ROM. Please contact Diana Heath at (512) 530-6341 or Diana.heath@ci.austin.tx.us with your mailing address and phone number.
4. There is one remaining opportunity for a site tour (September 17 at 10:00 a.m.). Please contact Diana Heath to reserve a spot.
5. All other terms and conditions remain the same.

Approved: **signed copy available in the Purchasing Office**
Mick Osborne, Sr. Buyer Specialist, (512) 974-2995
Finance and Administrative Services Dept.
Purchasing Division
P.O. Box 1088
Austin, Texas 78767-8845

Acknowledged:

Proposer/Firm

Signature

Date

RETURN THIS DOCUMENT SIGNED PRIOR TO RFP CLOSING DATE AND TIME OR WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED.

QUESTIONS RECEIVED RE SOLICITATION NO. MSO0011, Neutral Host
Distributed Antenna System

1) Would it be possible to receive a copy or review the installation plans for each of the current Cell Carriers.

We cannot make copies of the drawings however, we can make them available for viewing on-site by appointment. Contact Diana Heath at (512) 530-6341.

2) Would it be possible to get a listing of locations within the terminal where Carrier equipment is currently installed?

This information was answered as part of the site tour. However, a spreadsheet listing each carrier and the rooms and equipment installed has been posted on the Purchasing Office Website as MSO0011ATT8. Where possible, fiber counts are also included.

3) Can the light poles on the back side (south) of the terminal building be used to mount equipment?

We will research this and post the answer in a future addendum.

4) Who is responsible for removal of Carrier cabling that will not be re-used?

According to the terms and conditions of the Carrier agreement with ABIA, the Carrier is responsible, upon termination, for removing ALL equipment and cabling associated with their station(s).

Location	Equipment
ROOM 2454	LGC Wireless Expansion Hub #3
	Fiber Jumper
ROOM 3034	Nextel EBTS Rack (existing)
	Nextel Master Rack (existing)
	Nextel Battery Rack (existing)
	LGC Wireless Main Hub
	LGC Wireless Expansion Hub #1
	Fiber Jumper
ROOM 4403	LGC Expansion Hub #4
	Fiber Jumper
ROOM 3719	LGC Wireless Expansion Hub #2
	Fiber Jumper

Location	Equipment
3337	Foxcom Base 8
	Power Supply
	RF to Litenna
	Interface Box
	Remote Hub Unit
3521	Foxcom Base 8
	Power Supply
	RF to Litenna
	Interface Box
	Remote Hub Unit
1385	Remote Hub Unit
1575	Remote Hub Unit
3034	Remote Hub Unit
3133	Remote Hub Unit
3357	Remote Hub Unit
4403	Remote Hub Unit
4521	Remote Hub Unit
3719	Remote Hub Unit
Bldg 1101	BDA
	RF to Litenna
	Interface Box

Notes: 2 single mode fibers required between Bldg 1101 and each of the following telco closets (____ total)

2 strand Existing Fiber from Bldg 1101 and

6 strand New SM Fiber from 1479 to 3337 ,

12 strand New SM Fiber from 3337 & 3521 t
2 of 12 in use for this design excep

al); *please list room numbers*

I Room 1479

& 3521 - 1 out of 6 in use currently to each closet

to rest of telcos

pt to 4521 - 4 of 12

Location	Equipment
Com Center	LGC Wireless Main Hub
1479	LGC Wireless Main Hub
3133	LGC Wireless Expansion Hub #1
3357	LGC Wireless Expansion Hub #2
3520	LGC Wireless Expansion Hub #3
3719	LGC Wireless Expansion Hub #4

NOTE: Total of 14 strands SM APC fiber used

Bldg.1101 to F106(1479) will be 2 strands

F106(1479) to D316(3357) will be 4 strands

D316(3357) to A304(3133) will be 2 strands

F106(1479) to H315(3520) will be 4 strands

H315(3520) to K306(3719) will be 2 strands

Location	Equipment
3133	850 Lucent BTS
	1900 Ericson RBS GSM
	Battery back up
4319	850 Lucent BTS
	1900 Ericson RBS GSM
	Battery back up
3719	850 Lucent BTS
	1900 Ericson RBS GSM
	Battery back up

Location	Equipment
Telecom Grounds	VZW Shelter with BTS equipment
VZW Shelter	Master Rack - TPR912
	TFBS Master Transmitter Class 3A Laser
	TFL-BSI
	THYB19 UL - DL Splitter
	Splice/Patch Panel, 12 fiber count
Room 3133 (A304)	Slave Rack - TPR912
	TFBS Slave Transmitter Class 3A Laser
	Downlink Transmitter Class 1 Laser
	Splice/Patch Panel, 48 fiber count
	Power Supply - TRS
	UPS (rack mounted)
	UPS Battery (rack mounted)
	TFA
	TFB
	Antennae# 1 and 2
Room 3357 (D316)	Slave Rack - TPR912
	TFBS Slave Transmitter Class 3A Laser
	Downlink Transmitter Class 1 Laser
	Splice/Patch Panel, 48 fiber count
	Power Supply - TRS
	UPS (rack mounted)
	UPS Battery (rack mounted)
	TFA
	TFB
	Antennae# 3, 4, 5 and 10
Room 3520 (H315)	Slave Rack - TPR912
	TFBS Slave Transmitter Class 3A Laser
	Downlink Transmitter Class 1 Laser
	Splice/Patch Panel, 48 fiber count
	Power Supply - TRS
	UPS (rack mounted)
	UPS Battery (rack mounted)
	TFA
	TFB
	Antennae# 6, 7, 8 and 9
Bldg 1101	Splice/Patch Panel, 12 fiber count

Notes: 2 single mode fibers required between Bldg 1101 and each of the following telco closets (6 total).



REQUEST FOR PROPOSAL ADDENDUM

RFP NO. MSO0011 ADDENDUM NO. 1 DATE OF ADDENDUM: 8/31/07
Neutral Host Distributed Antenna System

This Request for Proposal is hereby clarified/amended as follows:

1. The Offer Sheet (cover) states that a MBE/WBE Compliance Plan is due with the Proposal. It has been determined that there are no MBE/WBE goals for this solicitation, therefore, a Compliance Plan is not required. Proposers are cautioned to pay particular attention to Section 0900, No Goals Form, and follow the instructions contained therein if you identify any subcontracting opportunities.
2. Section 0500, Scope of Work, second paragraph of section 1.0 contains an erroneous due date for the Proposals. The Proposals are due prior to 1:00 p.m. on October 4, 2007.
3. Section 0500, Scope of Work, section 4.0, states that "The successful offerer must be able to install and/or manage the operations of a true neutral host DAS where cellular service providers are clients having no interest in DAS management". This is clarified as follows:

A cellular or wi-fi service provider may propose on this project if the provider has a separate business unit, apart from the service provider unit, that is a provider of infrastructure DAS systems and management of such systems. A separate business unit is defined as a separate entity on a corporate structure that may be identified by a different Federal Tax ID or management structure. Examples:

- a) A company with two sections is managed by the same president- the sections do not qualify as a separate business unit
 - b) A business unit that is independently managed and/or has a separate Federal Tax ID does qualify as a separate business unit.
4. **Asbestos.** All buildings involved in the project have undergone surveys that have identified areas which contain asbestos. This information will be available to the successful proposer and will be used in the project planning process. If asbestos is encountered during the project, the Contractor shall notify the City's Project

Manager immediately and cease work in the affected area until the problem can be resolved. The Contractor will not be responsible for asbestos mitigation.

5. In regard to a question regarding the bandwidth/speed at the airport perimeter, the transfer rates are stated in Section 0500, Scope of Work, section 6.2.11. The lowest acceptable rate would be 1Mbps.
6. Work space will be made available to the Contractor, although it may not be a dedicated office.
7. The projected cellular/wi-fi revenue for Fiscal Year 2007-2008 is posted to the Purchasing Office website as Attachment 7, MSO0011ATT7.
8. All other terms and conditions remain the same.



Approved: signed copy available in the Purchasing Office

Mick Osborne, Sr. Buyer Specialist, (512) 974-2995
Finance and Administrative Services Dept.
Purchasing Division
P.O. Box 1088
Austin, Texas 78767-8845

Acknowledged:

Proposer/Firm

Signature

Date

RETURN THIS DOCUMENT SIGNED PRIOR TO RFP CLOSING DATE AND TIME OR WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED.

Austin-Bergstrom International Airport		
Projected Telecommunications Revenues FY 08		
Customer	Service	Projected FY 08 Revenue to City
Nextel of Texas, Inc.	Cellular Telephones	\$ 47,866.66
SPRINTCOM, Inc.	Cellular Telephones	\$ 42,800.00
New Cingular Wireless PCS, LLC (Formerly AT&T Wireless Services)	Cellular Telephones	\$ 46,260.00
Verizon Wireless (Dallas M.T.A., L.P.)	Cellular Telephones	\$ 46,260.00
T-Mobile USA, Inc.- MobilStar	Cellular Telephones	\$ 42,800.00
T-Mobile USA, Inc.- VoiceStream	Wireless Internet (Wi-Fi)	\$ 42,800.00
Wayport , Inc.	Wireless Internet (Wi-Fi)	\$ 45,796.00
On Air Entertainment, Inc.	WiFi Entertainment	\$ 3,000.00
SBC Communications, Inc.	Coin Telephones	\$ 25,000.00
TOTAL		\$ 342,582.66

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: MSO0011

COMMODITY/SERVICE DESCRIPTION: Neutral Host Distributed Antenna System

DATE ISSUED: August 13, 2007

REQUISITION NO.: 8100-07071900949

PRE-PROPOSAL CONFERENCE TIME AND DATE: MANDATORY, 9:00 a.m. on August 27, 2007


COMMODITY CODE: 93972

LOCATION: Airport Planning and Engineering Building, Auditorium, 2716 Spirit of Texas Drive, Austin, TX 78719

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT: Mick Osborne

PROPOSAL DUE PRIOR TO: 1:00 p.m. on October 4, 2007

COMPLIANCE PLAN DUE PRIOR TO: 3:00 p.m. on October 4, 2007


Sr. Buyer Specialist

PROPOSAL CLOSING TIME AND DATE: 1:00 p.m. on October 4, 2007

Phone: (512) 974-2995

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to award of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto www.cityofaustin.org/purchase and follow the directions.

SOLICITATION TO:

Signature of Person Authorized to Sign PROPOSAL

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. () _____

Fax No. () _____

Email Address _____

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0700	CERTIFICATIONS (Non-Discrimination and Non-Suspension or Debarment)	2
0800	AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OR INTEREST, AND ANTI LOBBYING	1
0900	MBE/WBE PROGRAM PACKAGE (with Availability List and Compliance Plan or No Goals Utilization Plan)	2
1000	NO OFFER RESPONSE FORM	1

All Sections may be viewed at: <https://www.ci.austin.tx.us/vss/Advantage>

RETURN FOLLOWING DOCUMENTS WITH PROPOSAL**

- Cover Page Offer Sheet (RFP)
- Section 0700, Certifications (Non-Discrimination and Non-Suspension or Debarment)
- Section 0800, Affidavit of Non-Collusion, Non-Conflict or Interest, and Anti Lobbying
- Section 0900, MBE/WBE Procurement Program Package (RFP), or No Goals Utilization Plan
- Proposal Guarantee (if required)

** See also Section 0400, Supplemental Purchase Provisions, Section 0500, Scope of Work/Specification, and Section 0600, Proposal Preparation Instructions & Evaluation Factors, for additional documents that must be submitted with the proposal.

NOTES:

The proposer agrees that this proposal is valid for a minimal period of one hundred and twenty (120) calendar days subsequent to the RFP closing date.

* **INCORPORATION OF DOCUMENTS.** As of March 22, 2000, three (3) Sections of the solicitation documents have been made available via the Internet. These three sections: **Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions** are hereby incorporated into this solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>. Please select the appropriate set of documents for the type solicitation – i.e. Invitation for Bid (IFB), Request for Proposal (RFP), or Request for Quotations (RFQ).

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed or faxed to you.

When sending a sealed Proposal and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Proposals (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

Unless authorized in the solicitation, telegraphic or facsimile Proposals will not be accepted.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)
SOLICITATION NO. MSO0011**

The following Supplemental Purchasing Provisions apply to this solicitation;

1. **Explanations Or Clarifications** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by: 3:00 p.m. on September 21, 2007. Inquiries may be faxed to the attention of Mick Osborne at (512) 974-2388 or e-mailed to mick.osborne@ci.austin.tx.us.

2. **Insurance** (reference paragraph 32 in Section 0300). Insurance is required for this proposal.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Proposal to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Mick Osborne, MSO0011
P.O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimum and are not intended to limit the responsibility or liability of the Contractor.

i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)
SOLICITATION NO. MSO0011**

ii. Commercial General Liability Insurance: The minimum bodily injury and property damage per occurrence are \$5,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

- (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty/period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X, C, U).
- (2) The policy shall also include these endorsements in favor of the city of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage.

- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days of Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

C. Endorsements. The specific insurance coverage endorsements specified above or their equivalent must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

3. Proposal Bond

- A. All Proposals shall be accompanied by a Proposal Bond in an amount of not less than five percent (5%) of the total Proposal. The only acceptable Proposal Bond will be a Proposal bond with Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Proposal Bond accompanying the Proposal of the Best Proposer will be retained until a Contract is awarded and the successful Proposer executes the Contract and furnishes any required bonds and insurance, after which the Proposal bond will be returned to the Proposer. The Proposal Bond accompanying the second Best Proposer will be retained until a Contract is awarded.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)
SOLICITATION NO. MSO0011**

4. Payment Bond

- A. The Contractor shall provide a Payment Bond in an amount equal to 100 % of the Contract amount within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

5. Performance Bond

- A. The Contractor shall provide a Performance Bond in an amount equal to 100 % of the Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

6. Invoices (reference paragraph 12 in Section 0300)

Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices" and shall be mailed to the below address. Invoices received without all required information cannot be processed and will be returned to the vendor.

	City of Austin
Department	Department of Aviation
Attn:	Accounts Payable, Suite 411
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, TX 78719

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)
SOLICITATION NO. MSO0011**

7. Living Wages and Benefits (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$10.90 per hour. This minimum wage is required for any Contractor employee assigned to this City Contract unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must provide health insurance with optional family coverage for all Contractor employees assigned to this contract.
- C. The City requires Contractors proposing on this Contract to provide the following information about wages and benefits that will be provided to their employees assigned to this City Contract:

Status Full-time (F) Part-time(P)	Job Title	Hourly Wage	List type of Company Health Insurance (e.g. medical, dental)	Workers' Compensation Insurance Coverage (yes, no)

- i. Proof of the health care plan shall be provided by the Contractor prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- ii. Contractor shall provide a list of all employees providing services under the resultant contract including their name, job title, and hourly rate prior to award of a Contract.
- iii. Contractor shall maintain throughout the term of the contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - time and date of week when employee's workweek begins;
 - hours worked each day and total hours worked each workweek;
 - basis on which employee's wages are paid;
 - regular hourly pay rate;
 - total daily or weekly straight-time earnings;
 - total overtime earnings for the workweek;
 - all additions to or deductions from the employee's wages;
 - total wages paid each pay period; and

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)
SOLICITATION NO. MS00011**

(j) date of payment and the pay period covered by the payment

- iii. Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, detailed payroll and employee data including basic employment information, to verify that such information is being maintained and that employees are being paid the living wage as specified in the contract. If the Contractor's data is inadequate, the City reserves the right to require the Contractor to provide external auditor assurance of the Contractor's capability to maintain the required employment records.
- iv. Contractor shall submit employee payroll data with each subsequent invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- v. The Department's Contract Manager will periodically review the payroll and employee data submitted by the Contractor to verify compliance with this Living Wage provision.

8. Non-Solicitation

- A. During the term of the contract, and for a period of six (6) months following termination of the contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph (a) occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the contract, and for a period of six (6) months following termination of the contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph (c) occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

9. Monthly Subcontract Awards and Expenditures Reports (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)
SOLICITATION NO. MSO0011

10. **Contract Manager**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor:

Diana Heath, Department of Aviation

**City of Austin
Request For Proposal**

**Austin-Bergstrom International Airport Neutral Host
Distributed Antenna System**

August 13, 2007

**Austin-Bergstrom International Airport
Department of Aviation
Information Systems**

Project Consultant:

ARINC

Engineering Services, LLC

2551 Riva Road
Annapolis, MD 21401, USA

Austin-Bergstrom International Airport DAS RFP
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1.0 INTRODUCTION

The City of Austin, Texas is inviting proposals from interested qualified persons, firms, or groups of firms for design and implementation of a Distributed Antenna System (DAS) for Cellular and Wireless Local Area (WiFi) Networks at the Austin-Bergstrom International Airport located in Austin, Texas. The offeror is requested to consider the options described in Section 4 and propose on one or both. This request is for proposals to install at the offerer's expense and manage for an agreed period in one case, and for installation at the City's expense in the other.

All proposals must be submitted prior to 1:00 p.m. Central Time on October 5, 2007.
All appropriate forms must accompany the proposals as required by the solicitation.

The proposal format shall be Microsoft Word. One original and eleven hard copies of your proposal and two CD-ROM disks of the proposal shall be submitted.

The City of Austin reserves the right to seek additional information from any offerer and may request this information any time before the contract is awarded.

2.0 RFP SCHEDULE

The RFP will be released and responses accepted according to the schedule:

RFP released to potential offerers	August 13, 2007
Pre-proposal conference on RFP (mandatory)	August 27, 2007 at 9 am 2716 Spirit of Texas Drive, Austin, Texas 78719
Airport facility tour (mandatory)	August 27, 2007 at 11 am
Airport facility tour (voluntary)	September 10, 2007 at 10 am
Airport facility tour (voluntary)	September 17, 2007 at 10 am
Deadline for all RFP inquiries	September 21, 2007 at 3 pm
Due date for all proposals	Prior to 1:00 p.m. on Oct. 4, 2007

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A mandatory pre-proposal conference and site tour will be held in the Auditorium of the Department of Aviation, Planning and Engineering Building located at 2716 Spirit of Texas Drive, Austin, Texas 78719 on August 27, 2007. The purpose of the conference will be to discuss the requirements and objectives of this RFP.

The pre-proposal conference will begin at 9 am. The site tour will begin after the pre-proposal conference at 11am on a reservation basis. All interested offerers must attend the pre-proposal conference and site tour. Each offerer team shall be limited to a maximum of three attendees at the site tour.

During the site tour, a set of layout and cable tray routing drawings will be made available for the potential offerers.

Two additional voluntary site tours will be scheduled at 2 weeks (September 10) and 3 weeks (September 17) post conference. Potential offerers may choose to attend one or both tours. Each offerer team shall be limited to a maximum of three attendees at the site tour. Tour reservations must be made one week in advance by contacting Diana Heath by email at diana.heath@ci.austin.tx.us. These voluntary tours will depart from 3011 Employee Ave, Building 7355, ABIA Telecommunications Center, Austin, Texas 78719 at 10 am.

3.0 AIRPORT BACKGROUND INFORMATION

Austin-Bergstrom International Airport (ABIA) is located seven miles southeast of the Austin, Texas Central Business District. The airport property consists of 4,100 acres situated near the intersection of State Highway 71 and U.S. Highway 183. The campus includes a 25 gate, 670,000 square foot passenger terminal, and approximately 50 outlying facilities. The airport is owned by the City of Austin and operated by the City's Department of Aviation.

Commissioned in 1999, the airport has an average daily passenger count of approximately 23,000 persons. There are approximately 3,000 employees on site including the airlines, FAA, cargo, rental cars, concessions, parking lot, and Federal Inspection services. Currently there are 302 commercial passenger flight arrivals and departures per day. During 2006, ABIA's annual passenger count was 8.2 million.

The airport passenger terminal consists of four levels. The first level is below the ground level and includes a service tunnel for concession delivery, piping distribution and utility access. The concessionaire offices and storage rooms are located along this corridor. This level also includes the baggage claim area, rental car counters, US customs and the Department of Aviation's Operations, Security and Badging offices. The ground level Apron (ramp) area below the public terminal floor houses the airlines operations and baggage inspection spaces and the baggage tug tunnel. This area is wholly within the secured area of the airport. The third level of the terminal building is the main Concourse Level which consists of the airline ticket counters, back offices, and lobbies on the unsecured side. The airline holdrooms, gates, and main concessions are located on the secured side of the Concourse Level. The Concourse is the main public access

level of the terminal building. The fourth level consists of two mezzanines on either end of the building. The Department of Aviation (DoA) offices and conference rooms are located in the East Mezzanine. The airline clubs and Transportation Security Administration offices are located in the West Mezzanine. A third Mezzanine is located on the non-secure side of the terminal, between the two ticket lobbies. This Mezzanine houses offices (west end) and a Sports Bar (east end).

Summary of Passenger Terminal Floor Areas

Building Level	Floor	Area (sf)
Baggage	1	128,939
Apron	2	194,473
Concourse	3	281,672
Mezzanine	4	58,442
Penthouse	5	10,910
Total Passenger Terminal		674,436

The passenger terminal facility has low signal strength in many areas. Typically, these are areas that exist below grade, enclosed tunnels/hallways or areas where installing cabling and antennas has been difficult due to building architecture and existing cable routing. These low coverage areas tend to be non-public areas located in the secure areas of the terminal building. There are also tenant lease spaces and public access areas such as concessionaire offices and storage spaces, the baggage claim area, rental car counters, and the curbside passenger pick up area that have low signal strength.

A public safety in-building signal augmentation system exists for the UHF and 800 MHz public safety bands. This system will remain in service independent of the neutral host system to be built. There are VHF and UHF airline and air traffic control frequencies in use that will continue to operate independently. All known and documented frequencies are listed in Appendix A- Consolidated Listing of Radio Frequencies.

Currently there are five independent in-building cell phone augmentation systems in the terminal. These were implemented through site licenses with **Nextel, Sprint, T-Mobile, ATT/Cingular, and Verizon Wireless**. All independent agreements will expire before the date of activation of the desired neutral host system. Signal strength, reliability, and coverage vary for each carrier. Most do not have adequate signal in the hallways, service tunnels, back offices, and apron level offices. Base station equipment for 4 of the 5 carriers is currently located within the Telecommunications Center Building. The remaining carrier's base station is installed in the Passenger Terminal Building.

Wayport and T-Mobile independently provide pay-for-service 802.11x wireless Internet access throughout the secured side of the Concourse Level. Signal strength for these 2 providers is adequate in the airline hold rooms, concession areas and in the area between the 2 ticket lobbies. There is no public WiFi access in the ticket lobbies or baggage claim. It is a goal of this RFP to expand public and private WiFi services throughout the entire ABIA campus, including all areas of the terminal building, airfield and ramp areas, parking lots and access roads.

ABIA has an extensive fiber optic backbone connecting the Telecommunications building to the Passenger Terminal and to other administrative buildings on site. Where applicable, and when ever possible, utilization of the existing infrastructure is encouraged. ABIA can provide 12 strands of single mode (angle polish) fiber optic cable between the Telecommunications building and the Passenger Terminal building.

The ABIA facility is a dedicated telecommunications campus with a Single Point of Entry. The final cable plant was completed in April 2000 and consists of copper and fiber optic cabling connecting all campus structures with each other and the central demarcation point.

All Airport tenant (airlines, rental car companies, concessionaires, cargo companies, etc) systems currently utilize the communications infrastructure. A Premise Distribution System (PDS) consisting of both dedicated cabling connectivity and provisioned shared bandwidth has been implemented. The PDS is installed in a hierarchal star topology and is comprised of both inside and outside plant type cabling, telecommunications pathways and spaces, as well as the various supporting devices (i.e. relay racks, equipment cabinets, cable trays, pedestals, etc). Campus data services are all handled via the shared bandwidth, while telephony and off-campus data provisioning are provided through the Shared Tenant Services (STS).

4.0 AIRPORT OBJECTIVES

This Request for Proposal (RFP) includes two distinct solutions. The City invites potential Offerers to respond to **ONE OR BOTH** of these solutions. This RFP seeks proposals from persons, firms, or groups of firms to design, develop, and install a neutral host Distributed Antenna System (DAS) to support cellular service providers, paging services and broadband wireless connectivity to the traveling public and airport personnel.

The intent is to design, build and implement a Distributed Antenna System that will provide reliable, gap-free coverage and real-time roaming capability throughout the entire Passenger Terminal building and within other airport facilities as specified. The WiFi network will provide ubiquitous, reliable public and private broadband wireless services that will be accessible throughout the entire ABIA campus, including all areas of the terminal building, airfield and ramp areas, parking lots and access roads. Both systems will be easily scaled, expandable and upgradeable to support additional subscribers/providers, new applications and new requirements, and to meet future capacity needs of the airport.

It is acceptable, and expected, for the WiFi infrastructure to be separate from the cellular DAS infrastructure unless the offerer can prove a cost and/or performance benefit in favor of a single DAS inside the building(s).

A carrier hotel model is the desired cellular DAS design. A mesh network architecture is preferred for the WiFi Network. The airport will make available space within the existing Telecommunications Center for housing the carrier base stations and the neutral host equipment.

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Equipment placement and available space will be determined and negotiated with the successful offerer. Space availability and allocation in the Telecommunications Building and throughout the Terminal Building telecommunications rooms will be at the sole discretion of the DoA. Assuming that the single carrier presently located in the terminal building will desire service from the new DAS, it is a requirement of this RFP that the single carrier's base station and associated equipment and interconnects be re-located to the Telecommunications Center Building by the successful proposer.

The WiFi network shall be 802.11 a/b/g compliant and have migration feasibility to a roaming 802.11n with improved security capability. Initial services will include internet/e-mail access and a data capability for exclusive use by the airport operating organizations. Airport personnel access to the WiFi network shall be via password so that a private portion of the bandwidth will be exclusively available. The City expects to use the WiFi network as a secure and reliable extension of its wired network to support airport operations, security, and maintenance applications. Additionally, airport tenants will be encouraged to utilize the WiFi network for business applications. Some of these applications will require dedicated bandwidth, therefore the City will be interested in equipment and solutions that provide multiple non broadcast ESSIDs.

The request for proposals is divided into two distinct solutions identified:

Solution 1: The successful offerer shall design, procure, and install the selected DAS equipment and infrastructure. The WiFi distribution system including radio equipment base stations, backhaul nodes, and antennas shall have an interface to an internet and data service facility at a location to be provided by the City. The Internet and data service center implementation will be the responsibility of the City, either independently or in conjunction with a partner. After successful acceptance testing, the distribution system shall be delivered to the City of Austin. The City will then operate, maintain and manage the system. The City will pay the entire cost of the implementation of the solution.

Solution 2: The successful offerer shall design, procure, install, operate, maintain, and manage the selected DAS equipment and infrastructure including WiFi radio equipment, antennas, servers, switches, routers, VPNs, etc. The City of Austin intends to grant operational and management rights to a successful offerer to operate, maintain, and manage the cellular DAS and WiFi systems. The offerer shall pay for the infrastructure and operate the system under a concession contract with the City. The offerer will recover his costs for implementation and share operational revenue with the City over the negotiated contract period.

The following criteria must be satisfied by either solution:

- Improved customer satisfaction
- Improved coverage and capacity for commercial and private wireless services
- Minimal infrastructure modifications and/or additions
- No interference among, or with, operational systems
- Ability to grow with increasing capacity and emerging technologies (scalable and upgradeable)

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- Provide fair and equitable access to the Airport's facilities for all wireless providers
- Provide reliable, ubiquitous public and private WiFi services throughout the entire ABIA campus

The successful offerer must be able to install and/or manage the operations of a true neutral host DAS where cellular service providers are clients having no interest in DAS management.

It is the intent of the City to evaluate all proposals with the goal of entering into negotiations with the offerer who submits the best overall proposal, with particular emphasis on the experience of each party in the use of proven and open standard state of the art technologies. The City will consider all responsive proposals that meet the specified technical and functional requirements of this RFP.

The following section details the scope of work for both solutions.

5.0 SCOPE OF WORK

The scope of work for **Solutions 1 or 2** is presented in section 5.1 and the additional the scope of work applicable to solution 2 is presented in section 5.2.

5.1 Solution 1 or 2

- 5.1.1 The offerer shall design, install and implement a neutral host Cellular DAS and an 802.11x wireless broadband (WiFi) mesh network at the Austin-Bergstrom International Airport in order to provide access to commercial wireless carriers and service providers in public areas and non-public areas of the airport facilities (as described in Section 3.0).
- 5.1.2 The DAS shall be capable of supporting existing and emerging services and technologies from commercial cellular, paging, and wireless carriers. The DAS shall be designed to accommodate all of the viable FCC licensed spectrum. The offerer shall design, install, and test the selected DAS equipment and infrastructure.
- 5.1.3 The WiFi network shall be 802.11 a/b/g compliant and have migration feasibility to a roaming 802.11n. The network must be capable of supporting the unlicensed 2.4 GHz and 5.8 GHz and the licensed 4.9 GHz public safety frequencies.
- 5.1.4 The WiFi network shall support a variety of devices (PDAs, Blackberries, tablet PCs, smart phones, laptop computers, etc) as well as proprietary, standards-based open source operating systems.
- 5.1.5 The WiFi network will provide visitors to ABIA access to the internet and third party content and service providers (fee based and free access are desired). It will also provide a network for public safety, utility management, asset management, parking and traffic systems and enforcement, maintenance and operations.

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- 5.1.6 The offerer shall install, where possible, common equipment and infrastructure to be used by all commercial service providers. The DAS must be designed to accommodate the technological and capacity requirements of multiple carriers, operators, and providers in a non-discriminatory manner.
- 5.1.7 The offerer shall utilize the existing infrastructure at the airport facilities to the maximum extent feasible.
- 5.1.8 All cable runs must conform to the National Electric Code for construction requirements, and, where possible and with DoA approval, make use of existing conduits and cable trays.
- 5.1.9 The offerer shall utilize a 'carrier hotel' to house all commercial carrier equipment and the neutral host equipment. The 'carrier hotel' will be housed in the existing Telecommunications Building. The space will be identified and specified by the DoA as part of the final contract negotiations with the successful offerer.
- 5.1.10 The interconnection of landline network facilities shall be at a telecommunications demarcation point as determined by the DoA. This demarcation point may be relocated in the future as determined by DoA.
- 5.1.11 **The offerer shall adhere to all requirements specified in this RFP.**
- 5.1.12 It shall be the responsibility of the offerer to ensure the installed RF systems do not interfere with FAA radio operations and equipment, or other existing licensed Operations RF users including the City's radio system(s) or any other operations radio systems on the Airport property.
- 5.1.13 The offerer shall be required to obtain all necessary and required DoA, government, and technical approvals.
- 5.1.14 The offerer shall be required to obtain and pay for all required and necessary construction/installation related permits, licenses and fees.
- 5.1.15 The offerer shall be responsible for filing appropriate applications for all RF systems to the Department of Aviation Information Systems and the City's Wireless Communications Office. Where coverage, capacity, and interference issues are concerned, the offerer will be required to review applications from the commercial carriers and refer them to the DoA, or its representative, to accept, reject, or modify these RF applications.
- 5.1.16 The offerer shall be responsible for ensuring that all engineering, environmental, and structural standards are satisfied for each future service provider by conducting appropriate reviews and maintaining a documented approval process that provides for

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coordination with the DoA. Proposals shall include an outline of the approval process and sample documents.

- 5.1.17 The offerer shall provide a Construction Program Manager as a single point of contact for the DoA for the duration of the project and contract.
- 5.1.18 It is the sole responsibility of the offerer to demonstrate that it will provide adequate services, material, equipment, and labor for the successful implementation of the DAS. References for other similar projects are required. The City will not be held responsible for omissions or errors made in the proposal responses. The offerer shall be fully responsible for conducting all surveys and research necessary to have a complete understanding of this RFP and the airport's physical facilities.
- 5.1.19 The offerer shall provide all necessary vehicles, equipment; tools and supplies required by its staff to successfully complete their job responsibilities. The City will in no way be responsible for any loss due to hazards, vandalism or theft.
- 5.1.20 The use of any subcontractor shall be identified in the response and approved by the City of Austin and the Department of Aviation before the beginning of contract. All personnel working on-site at the airport shall meet the airport security requirements (see Attachment #2).
- 5.1.21 The offerer, and its approved subcontractors, shall adhere to all the rules and regulations of the City of Austin, the Department of Aviation, FAA, TSA and other authorities governing work at any of the airport facilities.
- 5.1.22 Proposal responses shall contain a schematic of the proposed system including a conceptual design of the proposed system with a diagram of the airport layout. The design should include proposed locations for placement of all DAS and WiFi network equipment.
- 5.1.23 Proposal responses shall include a logical network diagram for the proposed WiFi network architecture that includes descriptions of all wireless equipment,
- 5.1.24 Proposal responses shall identify electric power and air-conditioning heat load requirements for a fully subscribed operational system. Power requirements shall be itemized and listed in the response to this RFP.
- 5.1.25 Proposal responses shall define the amount of fiber and access points required for the proposed system(s). Where possible, fiber connectivity will be utilized from the existing infrastructure. The proposer will be responsible for providing all necessary transceivers,

converters, multiplexors, special cables, connectors, adapters, or other specialized equipment necessary to implement the DAS and wireless mesh network.

- 5.1.26 Critical assumptions about the design, installation, and implementation of the proposed system must be described in the proposal. Proposers will be evaluated on their demonstrated ability to install the proposed system in an efficient and expeditious manner.
- 5.1.27 Proposal responses shall include a detailed plan for moving from conceptual design to the detailed design required to implement the system.
- 5.1.25 Proposal responses shall include a list of relevant equipment spares and/or redundant equipment to be kept on site to minimize system downtime.
- 5.1.26 Proposal responses shall include equipment maintenance routines for the optimization of equipment care. The proposal shall include routines for scheduled and preventative maintenance.
- 5.1.27 Proposal responses shall include technical documentation for the DAS and WiFi network components including a list of hardware and software for the following systems, as applicable:
 - Power systems
 - Power backup
 - Antennas
 - Base Stations
 - Towers
 - Multiplexers
 - Personal computers
 - Cables
 - Headends
 - Remote transceivers
 - Filters
 - Optical/RF converters
 - RF/optical converters
 - Lightning suppressors
 - Link Budgets
 - Coverage analysis
 - Network management

5.1.28 The following submittals are required within 30 days after the DAS/ WiFi network is operational:

- A complete list of major components showing a description and location of each component
- A complete cable record and wiring diagram identifying components by location, distribution cable, and connectivity as related to equipment assignments.
- Required documentation deliverables include but are not limited to:
 - i. Software database configurations
 - ii. Hardware equipment configurations
 - iii. System block diagrams
 - iv. Electrical requirements including load
 - v. Room layouts and square footage
 - vi. Peripheral equipment diagrams
 - vii. Rack profile diagrams
 - viii. Equipment shelf profile diagrams
 - ix. Cable interconnectivity diagrams
 - x. Wiring diagrams
 - xi. Factory test data
 - xii. Field test data
 - xiii. Equipment manuals
 - xiv. Training manuals
 - xv. FCC license forms
 - xvi. Configuration upgrades and modifications
 - xvii. Operation system and application software versions and configurations
 - xviii. Inventory of spares
 - xix. Inventory of active equipment
 - xx. Firmware and software
 - xxi. Recommended maintenance routines
 - xxii. Carrier/service provider review and approval process
 - xxiii. Coverage analysis maps
 - xxiv. Acceptance test results
 - xxv. List of all frequencies used by carrier or service provider
- Operation and Maintenance Manuals shall include, at a minimum, the following:
 - i. Operational description of each subsystem.
 - ii. Detailed programming descriptions for each subsystem, including step by step procedures
 - iii. Explanations of subsystem interrelationships. Explanations shall include operations of each subsystem and operations unique to the interface between each of the subsystem and possible conflicts that may occur with the interfaces. Each explanation shall be identified, tagged, bound and indexed into a single binder.
 - iv. Electrical schematics for each piece of equipment specified.
 - v. Power-up and power-down procedures for each subsystem.

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- vi. Descriptions of all diagnostic procedures.
 - vii. Setup procedures for each component of the subsystems.
 - viii. A list of the manufacturers, their local representatives and subcontractors that have performed Work on the Project. The list shall include contact names, phone numbers and addressees for each.
 - ix. Installation and service manuals for each piece of equipment.
 - x. Maintenance schedules for all installed components. Schedules shall include inspections and preventative maintenance schedules, and documentation of all repaired or replaced equipment.
- Operations and Maintenance Manuals shall include a separate section for each software program incorporated into the project. The software section shall include, at a minimum, the following information:
 - i. Definitions of all software related terms and functions.
 - ii. Descriptions of required sequences.
 - iii. Detailed programming descriptions for each subsystem, including step-by-step procedures
 - iv. Directory of all disk files.
 - v. Description of all communications protocols, including data formats, command characters, and a sample of each type of data transfer.
 - vi. Instructions for manufacturer supplied report generation.
 - vii. Instruction for customer report generation.
 - viii. Database format and data entry requirements.
 - ix. A menu tree for each subsystem. The tree shall provide a graphical flow of commands within the menu system.

Specific details concerning format, document maintenance, system activity records, preventative maintenance logs, and other relevant records will be determined by DoA after contract award.

5.2 Solution 2

Scope of work for Solution 2 contains all items listed in **Solution 1** plus the additional items listed below:

- 5.2.1 The offerer shall operate, maintain, and manage a neutral host Cellular DAS and an 802.11x wireless broadband (WiFi) mesh network at the Austin-Bergstrom International Airport in order to provide access to commercial wireless carriers and service providers in public areas and non-public areas of the airport facilities (as described in Section 3.0).
- 5.2.2 The offerer shall operate and maintain each component of the DAS and WIFI mesh network, including all hardware and software necessary for its operation.

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- 5.2.3 The DAS and WIFI network, and associated assemblies, shall be fully funded by the successful offerer and will be at no cost to the Department of Aviation.
- 5.2.4 The offerer shall include estimated electric utility charges in the planned operating cost of the DAS.
- 5.2.5 The successful offerer shall provide rent and a share of the revenue to the City of Austin. The financial terms and conditions will be negotiated with the successful offerer.
- 5.2.6 The offerer shall provide a Project Manager as a single point of contact for the DoA for the duration of the contract. The Project Manager shall be named and his/her resume is to be included in the proposal. The Project Manager will be responsible for the implementation and management of all aspects of the day-to-day management of the DAS, including negotiation, management and compliance monitoring of Commercial Carrier Use & Lease Agreements. The Project Manager will be responsible for the fulfillment of the requirements of this RFP. Any changes of the stated Project Manager will be subject to prior written approval of the DoA. The DoA retains the right to interview the Project Manager prior to approval.
- 5.2.7 The offerer will be encouraged to utilize existing infrastructure where possible. In cases where new infrastructure (fiber and/or copper cabling, conduits, cable tray, electrical, etc) are required to be installed, it shall be at the successful offerer's expense and must be installed to DoA specifications and conform to the existing installation topology and standards.
- 5.2.8 The successful offerer shall provide the DoA with a monthly usage or traffic report for each carrier macro (overlay) or micro (underlay in building) system in use on the airport. The report is to include airtime minutes of use for each carrier/operator. The offerer must describe in detail the various methods and the proposed methods of capturing and reporting airtime minutes of use for all types of voice calls connected/completed. This report is to be delivered to the DoA by the tenth day following the end of each calendar month of the contract term.
- 5.2.9 The offerer will provide all wireless equipment, routers, switches, firewalls, edgewalls, switches, uninterruptible power sources (UPS), appropriate email and internet servers, VPN features, monitoring control, and system software applications including but not limited to network security, encryption, authentication, roaming and e-mail for successful utilization of the WiFi network at no cost to the DoA.

- 5.2.10 Ownership and possession of all installed DAS equipment shall transfer to the DoA upon termination of the concession contract. All backbone infrastructure installed in the building must remain in service if and when the contract is terminated for any reason.
- 5.2.11 All construction information, software, manuals, and other information necessary for the operation and maintenance of the DAS must be provided to the DoA upon substantial completion of the project and upon termination.
- 5.2.12 The successful offerer is required to provide nondiscriminatory access to the DAS to all commercial wireless service providers under essentially the same terms and conditions by means of a standardized "Access & Use Contract" that shall be approved by the City of Austin.

6.0 REQUIREMENTS AND SPECIFICATIONS

6.1 DAS Technologies

- 6.1.1 The solution provided by the offerer must be able to operate with the current, and emerging, technologies of existing cellular, wireless, and WLAN systems currently in place and planned for Austin Bergstrom International Airport. These include but are not limited to AMPS, TDMA, CDMA, GSM, E-GSM, WCDMA, UMTS, EDGE, iDEN, and 802.11x WLAN.
- 6.1.2 The solution provided should be fully scalable, expandable, and upgradeable to accommodate the future needs of commercial carriers, service providers, and the DoA.
- 6.1.3 The DAS shall be technology transparent and cover frequencies from 800 MHz to 2200 MHz on a multi-band shared transport network and infrastructure for the cellular services. The WiFi network shall support the unlicensed band at 2.4 and 5.8 GHz (802.11a/b/g) and the licensed 4.9 GHz public safety frequency.
- 6.1.4 The DAS selected shall accommodate multi-carrier and multi-technology commercial wireless service providers in a neutral host environment utilizing non-proprietary hardware and software.
- 6.1.5 A common equipment room designated a 'carrier hotel' (to be designated by the DoA) will be used to house all carrier and centrally located neutral host equipment. The point of interface of the system shall be located in the designated carrier hotel space. Individual carrier base stations will interface directly to the carrier hotel through industry standard hardware connections.
- 6.1.6 The distribution of signals from the 'carrier hotel' to the airport terminal building and other buildings shall be by standard multi-mode or single mode fiber.

- 6.1.7 Use of a 'donor' antenna to bring in external carrier signal is acceptable, but such an antenna must be located at the 'carrier hotel' facility. Antenna type, location and mounting method is subject to approval by the City of Austin. Antenna height must be compatible with FAA regulations and may require filing with FAA and FCC for approval.
- 6.1.8 Use of RF to optical conversion hardware at the head end to convert RF signals to optical signals for distribution via fiber throughout the airport is preferred.
- 6.1.9 Use of remote antenna units to convert optical signals to RF signals to be transmitted out of the remote antennas is preferred.

6.2 Wi-Fi Technologies

- 6.2.1 The wireless mesh network shall be designed around current standards based technologies. The network shall support the unlicensed band at 2.4 and 5.8 GHz (802.11a/b/g) and the licensed 4.9 GHz public safety frequency.
- 6.2.2 The WiFi architecture shall be a mesh network consisting of Mesh Access Points (AP's), Adjacent Mesh AP's, Mesh Portal AP's, and User Stations. The User Stations will be PC's with either Network Interface Cards (NIC) or Customer Premise Equipment connectivity to the mesh network.
- 6.2.3 The mesh architecture should be self-organizing, both at install and when scaled, and also be self-healing when an AP is lost. The network should not require manual intervention for self-healing in the event of a unit failure or wireless link degradation. All components should be able to recover automatically from loss of power and revert to battery back up without loss of functionality.
- 6.2.4 It is expected that a large percentage of the AP's will have to be located inside the terminal building in order to meet the coverage requirements. An effective solution shall be proposed that accomplishes preservation of the mesh and maintains backhaul performance.
- 6.2.5 The use of dual/multi radio AP's with the ability to segregate the user and backhaul channels is requested.
- 6.2.6 The use of a wireless backhaul for the WiFi network is preferred.
- 6.2.7 The backhaul network shall not have a single point of failure.
- 6.2.8 The network will support contingency mechanisms to ensure operation during a natural or other disaster. The network will support the ability to prioritize traffic for DoA use in

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case of emergency or as required by DoA . Proposals should define the methods that will be used to prioritize DoA traffic in cases of emergency or natural disasters.

- 6.2.9 The network interface to the service/e-mail provider shall be redundant.
- 6.2.10 The demarcation interface on the administrative side shall be cross-connected switch and router pairs.
- 6.2.11 The WiFi network shall provide tiered service for internet/e-mail for a fee. The data rates shall range between 1Mbps and 5 Mbps symmetrical.
- The WiFi network shall provide the DoA, other City Departments and ABIA tenants a minimum data rate of 5 Mbps symmetrical. DoA and City access shall be at no charge to the City. Tenant access fees are permissible.
- 6.2.12 The WiFi network shall provide limited free service to transient visitors in the public spaces of the terminal for short time periods. Fee services for travelers may also be proposed and offered. Internet access from the parking lots and access roads is desirable but not required.
- 6.2.13 Proposed rates for ABIA Tenants and the public shall be quoted in the response and guaranteed for a specific time period. All future rate changes are subject to DoA approval.

- 6.2.14 The WiFi network shall provide sufficient bandwidth to support, at minimum, the following services:

- video media download to aircraft parked at the gate
- data upload and downloads to aircraft parked at the gate
- automatic vehicle location (AVL) data transfer
- web based database and reporting applications
- client server applications
- email
- VOIP service

- 6.2.15 The WiFi network shall provide scalable growth for
- user density increases
 - video transmissions
 - video camera image transport from user site to the management demarcation interface

- 6.2.16 The WiFi network shall have VPN's managed and controlled by the management entity.

- 6.2.17 The WiFi network will support the highest level of multilayered security using proven industry standard security technologies, protocols and methods including firewalls, data encryption and VPN.
- 6.2.18 The WiFi network will have mechanisms in place to prevent or mitigate the risk of hackers, spammers, denial of service and other forms of malicious attacks on or through the network.
- 6.2.19 The Network will support Media Access Control (“MAC”) address filtering.
- 6.2.20 The WiFi Network will support Wired Equivalent Privacy (“WEP”) encryption, including both 64 and 128 bit keys.
- 6.2.21 The WiFi Network will support Temporal Key Integrity Protocol (“TKIP”) encryption.
- 6.2.22 The WiFi Network will support Advanced Encryption Standard (“AES”) encryption.
- 6.2.23 The WiFi Network will support WiFi Protected Access (“WPA”). Respondents will also state whether their proposed solution supports WiFi Protected Access 2 (“WPA2”), and if not, their current roadmap and timeline for adding this support.
- 6.2.24 The WiFi Network will support 802.1x authentication using Extensible Authentication Protocol (“EAP”) and Remote Authentication Dial-In User Service (“RADIUS”).
- 6.2.25 The WiFi Network will support the suppression of Extended Service Set Identifier (“ESSID”) broadcasts.
- 6.2.26 The WiFi Network will support multiple ESSIDs and the ability to map ESSIDs individually to Virtual LANs (“VLANs”).
- 6.2.27 The WiFi Network will support filtering of traffic based on Internet Protocol (“IP”) addresses, subnets and Transmission Control Protocol (“TCP”) ports.
- 6.2.28 The WiFi Network will support VPN tunneling using Internet Protocol Security (“IPSec”). This VPN support must support true end-to-end encryption, regardless of at what point in the Network users elect to terminate their session.
- 6.2.29 The WiFi Network will support encryption of all control and network management traffic.

6.3 Coverage Requirements

- 6.3.1 Adequate signal levels are required throughout all floors of the airport terminal including the utility tunnels, the apron areas, the car rental counter area, the bus loading area, the baggage claim area, and remote buildings #8220 (DoA Maintenance Complex), #6005

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(DoA Planning and Engineering Building), and #7350 (DoA Parking Administration Building).

- 6.3.2 It is desired, but not required, to provide augmentation where needed in the following outlying buildings: #7030 and 7025 (Airline Cargo Facilities) , and the existing parking garage.
- 6.3.3 It is required that coverage of the Wi-Fi data network reach a minimum of 500 feet from the terminal building so as to provide service to aircraft parked at the gate.
- 6.3.4 In addition to the areas mentioned in 6.3.1, 6.3.2, and 6.3.3 it is desired that coverage of the WiFi data network reach the aircraft maintenance ramp, aircraft overnight parking and commuter ramp areas of the airfield, the airline cargo facility, short and long term parking lots and the access roads serving the terminals.
- 6.3.5 Coverage must be established at 95% availability over 95% of the required coverage area. The time, availability, and area coverage requirements must be achieved for fully loaded carrier, paging or Wi-Fi channels.
- 6.3.6 Link budgets for fully loaded channels must be established and provided with the relevant threshold values for a system availability of 95%.
- 6.3.7 Coverage analysis and map generation techniques and methods must be described in the proposal. The specific analytical tools to be used must be stated.
- 6.3.8 In situations where there are difficult installation problems, the offerer will indicate a suggested solution subject to approval by the Department of Aviation.

6.4 Service Requirements for Solution 2

- 6.4.1 Major Outage is defined as an outage in which the total coverage area is more than 10% out of service. A service interruption is measured by the number of in-building antennas with no signal compared to the total number of in-building antennas. Major outages shall require an on-site response within one hour. Remote maintenance response is required to begin within 15 minutes. Major outages shall be cleared within 8 hours of the trouble call.

- 6.4.2 Minor outage is defined as the system being between 1 and 10% (inclusive) out of service or degraded by deterioration of connectors or components. Service calls are to be cleared during standard business working hours as defined to be 7am – 5 pm Monday thru Friday. Minor outages that are reported during standard business hours must be responded to within 4 standard business-working hours. Problems reported between 5pm and 7 am the next morning must be cleared by noon the next day. Minor outages shall be cleared within 4 business hours.
- 6.4.3 Disaster Alarms are situations such as large storms, air crash, flood, natural disasters, etc, affecting DoA property. In the even of a disaster situation at the Airport, the offerer must guarantee that technical support personnel shall be on site within one hour after notification of the situation.
- 6.4.4 The offerer shall submit an escalation plan as part of the proposal response. The escalation procedures shall define how problems will be reported to the successful offerer and how the status of the reported problem will be escalated though out the offerer's organization. These procedures will define who, within the offerer's organization, has the authority to approve the actions of the organization. As a part of this plan, the contact information for each party listed within the plan including, as a minimum, the email address, office phone/fax number, pager number, cellular phone number, and home phone number shall be included.
- 6.4.5 Due to the critical nature of the Airport, the offerer shall prepare a disaster recovery plan to be included as part of the proposal response. Offerer shall include a description of how the offerer will be able to respond with the necessary labor, hardware, software, technical support, materials, equipment, and other requirements to ensure that the ABIA terminal DAS and WiFi network are up and running properly throughout a disaster. Provide a timetable detailing your company's actions in a "cause and event" scenario.

6.5 Equipment Requirements

- 6.5.1 The equipment selected shall be capable of supporting all current and emerging wireless cellular, paging, ESMR and WLAN technologies. The equipment selected shall be non-proprietary. Proposers shall list the technological capabilities of the selected equipment in the proposal.
- 6.5.2 The equipment shall be configured as a neutral host with proper demarcation points for each cellular, Paging, ESMR and WLAN service provider.
- 6.5.3 The DAS and WiFi network equipment shall not cause interference to any of the City's, airport's or airlines' radio or operational systems (refer to Section 3 of this document and Appendix A). Any interference produced by the DAS/WiFi network that is harmful to the airport's operational systems will be cause for the immediate shutdown of the DAS/WiFi network until the successful offerer corrects the interference.

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- 6.5.4 The distributed antenna system (and WiFi network) shall be presented to each wireless and WLAN provider as an extended antenna system.
- 6.5.5 Wireless LAN equipment and configurations shall be reviewed and approved by the Department of Aviation Information Systems prior to purchase and installation.
- 6.5.6 The transport link shall carry the transmit signals generated on channels allocated to the service provider from the base station to the user portable device without introducing any signal degradation to its own or any other service provider.
- 6.5.7 The transport link shall carry the receive signals generated by the user portable device at the remote antenna sites on the channels allocated to the service provider back to the base station without introducing signal degradation to its own or any other service provider.
- 6.5.8 Signals shall be separated and security provided such that each service provider receives its own user portable device transmit signals at its receiver interface.
- 6.5.9 The link transport design shall be sufficiently flexible so that channel mapping among service providers could easily be modified, if required, in both the transmit and receive directions.
- 6.5.10 The radiation exposure from all antennas shall meet OSHA and FCC requirements.
- 6.5.11 Installations shall not interfere with other required or intended airport operations.
- 6.5.12 Security standards shall be maintained and signals must not be degraded or compromised.
- 6.5.13 If equipment racks are used, all equipment shall have 3 feet access front and rear.
- 6.5.14 All racks and equipment shall be properly grounded and all electrical wiring must conform to the national electric code and local building code.
- 6.5.15 The DAS and WiFi network shall be able to be managed and controlled remotely.
- 6.5.16 The offerer shall identify the maximum capacity of the equipment provided by specifying the number of providers and number of channels per provider.
- 6.5.17 The offerer shall clearly show a plan for the initial equipment configuration that details the initial number of carriers and channels per carrier, and the capability for growth.
- 6.5.18 The offerer shall consider passenger density in time and space throughout the public terminal area and reflect a capacity adaptation for the high traffic areas in the design of the DAS and mesh network.

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- 6.5.19 Data throughput per provider shall be specified especially with respect to high-speed data traffic.
- 6.5.20 Applicable frequency bands of operation shall be specified.
- 6.5.21 The equipment shall operate within the temperature range -20° C to + 55° C.
- 6.5.22 A network management system with SNMP interface shall be part of the network solution.
- 6.5.23 The network management system shall provide a system of monthly traffic usage reports traceable to revenue activity for each carrier for the purpose of providing visibility into revenue trends.
- 6.5.24 The offerer shall describe all technical standards applicable to all wireless carriers and all equipment to be used in the infrastructure.
- 6.5.25 The offerer shall describe what steps would be taken to mitigate interference issues if they occur.
- 6.5.26 Link budgets shall be presented.
- 6.5.27 The offerer shall indicate how the growth of traffic in the neutral host system will be handled for future time spans of 10 and 20 years in the neutral host and all other equipment.
- 6.5.28 A complete cable record and wiring diagram identifying all cable and system components by location, function, and assigned identification number shall be maintained and provided on a quarterly basis to the Department of Aviation Information Systems Division.
- 6.5.29 There are no accurate capacity requirements for the WiFi network due to the lack of a user history. The city desires a robust network with the ability to adapt to capacity needs. A list of estimates is provided below but the reliability of the data is poor. Offerers should include an emulation/simulation for the proposed network solution as a baseline for performance predictions as part of the proposal. The predictions must use emulation tools from a third (neutral) party. The emulation must have a traffic generation capability, the ability to analyze mesh networks, the ability to handle 802.11 protocols, and the ability to represent a wide range of network conditions.

The parameters of interest are:

- The number of User Stations supported per AP in terms related to throughput.
- Throughput shall be calculated by varying:
 - User Station distance from the AP.
 - The number of User Stations from a few to many.

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- Network loading from light to heavy.
- The types of traffic, i.e. data, video, VOIP, etc.
- The latency of the network under the various above conditions. The route for computing latency is from the originating AP to the core router(s) input.

The following user population figures are rough estimates and are not to be considered as accurate for network loading analysis. Network loading analysis by the offerer should consider a range of user population and not rely strictly on the estimates. The estimates are as follows:

1. Transient passengers in the terminal and aboard aircraft – 30 to 50 per hour under busy hour conditions.
2. Airport operations personnel in lower (baggage) level office – 5
3. U.S. Customs personnel in lower (baggage) level office – 5
4. Rental car company tenants in baggage level – 20
5. Rental car company tenants in garage – 20
6. Airline operations personnel in terminal concourse and apron levels – 30
7. Concession employees in terminal concourse – 20
8. TSA personnel in mezzanine office – 10
9. Airport police in vehicle - 5
10. Airport police in campus building – 10
11. Maintenance personnel in campus building – 10
12. Cargo area operations personnel – 20
13. General aviation campus complex – 30
14. Aircraft fuel service personnel – 5
15. Airline catering service personnel – 10
16. FAA office in mezzanine – 20
17. Airport fire department campus building – 10
18. TSA baggage X-Ray monitoring center in apron level – 5

6.6 Installation Requirements

- 6.6.1 Installation and construction methods shall conform to the requirements of the Federal Communications Commission (FCC) and all state, local and national codes.
- 6.6.2 Installation and construction shall follow ABIA requirements as referenced in the ABIA Design and Development Guidelines Vol. I thru V. These guidelines will be made available to the successful bidder.
- 6.6.3 All materials shall be installed in a neat and workmanlike manner. All methods of installation and construction shall be subject to the control and approval of the DoA and the City of Austin.
- 6.6.4 All equipment and materials used shall be of the quality and manufacturer indicated and shall comply, at minimum, to the latest applicable requirements including but not limited to the following standards:
- ANSI/TIA/EIA – 568-A
 - ANSI/TIA/EIA – 569
 - NFPA 70
 - BICSI Telecommunications Distribution Methods Manual
 - FCC 47 CFR 68
 - NEMA –250
 - NEC – Articles 725, 760, 770, 800 (1996 or later edition)
 - TSB – 72
 - ISO/IEC 11801
 - Bellcore GR-20
 - RUS (REA) PE– 39, PE-89
 - ANSI/TIA/EIA – 758
- 6.6.5 All systems components shall be installed in accordance with the manufacturer's instructions including the use of manufacturer certified installers where applicable.
- 6.6.6 The offerer shall follow all security procedures established by the FAA under FAR 107.14 and those established by ABIA in order to prevent unauthorized access to communications facilities on ABIA campus.
- 6.6.7 The offerer shall obtain written permission from DoA Engineering before proceeding with any work that requires cutting into or through any part of the building structures, such as but not limited to, girders, beams, concrete, carpeted or tiled floors, partitions or ceilings.
- 6.6.8 The offerer shall obtain written permission from DoA Engineering before proceeding with any “hot work” that would require temporary disabling of fire suppression systems.

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- 6.6.9 All devices installed in public viewing areas must be approved by the DoA for design, color, location, and content where applicable.
- 6.6.10 All public areas shall remain clear and/or be properly marked during installation and maintenance. Any activities that may be disruptive to Airport customers, or that may obstruct normal passenger flow, or interfere with airport operations, must be conducted during non-peak hours as determined by Airport Operations personnel. All work in public areas shall be coordinated and cleared with Airport Operations a minimum of 48 hours in advance.
- 6.6.11 The offerer may place and store materials and equipment only in those locations that have been previously approved by DoA. Approval for any additional storage locations will be granted in writing by DoA Operations upon receipt of written request.
- 6.6.12 All subcontractors must adhere to the proposed installation schedule and attend all construction meetings scheduled by DoA.
- 6.6.13 Use of existing infrastructure is encouraged wherever possible. In cases where new infrastructure (fiber and/or copper cabling) are required to be installed, it must be installed to DoA specifications and conform to the existing installation topology and standards.
- 6.6.14 All cable shall be installed in cable trays or conduit, preferably following existing routes. All cable installations shall adhere to applicable DoA standards and state, local and national codes.
- 6.6.15 Antenna jumpers may be mounted in ceilings and supported with high quality cable hangers. Tie wraps and wire will not be acceptable as cable hanging devices, only as attachment devices.
- 6.6.16 All wiring and cabling within the telecom closets shall be properly dressed and/or bundled with tie-wraps or cable ties with excess cut to the eye of the wrap. Twisted wire, tape, rope, twine, phone wire, or similar bits of available debris, are not acceptable for securing hardware. All inter-rack cables and wiring must be properly routed and must use cable trays provided.
- 6.6.17 Overhead cables and RF lines must be easily removed and reworked within the cable trays. New cables added to the trays should not be stressed or intertwined with existing cables. Overhead cables may not cross perpendiculars or be suspended in mid-air without supports. NO supports may be installed without prior written approval by DoA.
- 6.6.18 All cable runs must be properly identified at each end indicating the opposite cable end address.

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- 6.6.19 All cabling must be cut to proper length.
- 6.6.20 All active components must be connected to uninterruptible power supply (UPS) and (ABIA provided) back-up generator power within the telecom closet. With exception of the remote antenna units, all active devices must be contained in the carrier hotel room and assigned telecom closets. Mounting of equipment inside of these rooms shall be coordinated with DoA Information Systems prior to install.
- 6.6.21 The offerer is responsible for providing all mounting hardware, ground connections, cables, connectors, and adapters of any kind necessary to accommodate the system installation, operation, testing and maintenance. The offerer shall provide necessary factory or custom cable hangers or adapters for all equipment installed outside the telecom closets, whether specifically itemized or not.
- 6.6.22 Communications and lightning ground systems must be isolated from one another.
- 6.6.23 Grounding conductors shall be routed to the nearest earth ground lug/buss.
- 6.6.24 All transmission lines or conductors penetrating outside walls must use lightning surge protectors correctly installed and grounded to the lightning downlead conductor.
- 6.6.25 Antenna transmission lines must be grounded to the exterior building lightning ground prior to building entry through the use of standard transmission line grounding kits.
- 6.6.26 Installers will post a copy of the FCC license on each radio system installed in the carrier hotel room. The following information will be included and posted:
- Copy of FCC license
 - Name of licensee
 - Transmit and receive frequencies
 - Type of emissions
 - Authorized output power and ERP
 - Name and telephone number of responsible technician or engineer
- 6.6.27 The DAS must adhere to all FCC mandated electromagnetic energy (EME) standards. RF radiation must be measured by an FCC certified technician prior to the system's acceptance. All radiation must be totaled to ensure that the DAS is in compliance with all standards for occupational and public exposure limits. FCC compliant warning signs must be posted in all areas where a hazard may exist.
- 6.6.28 The offerer shall be responsible for removal and disposal of existing equipment, antennas, and cabling that are not reused in the DAS or claimed by existing carriers and service providers.

7.0 DAS SYSTEM EVALUATION AND ACCEPTANCE CRITERIA

7.1 General Criteria

- 7.1.1 The head-end neutral host equipment shall have the capacity for multi-carrier with multi-channel capability.
- 7.1.2 The limitations in transmission cable distance/bandwidth shall be determined and documented.
- 7.1.3 Power shall not be applied to the DAS until after:
- All system wiring has been inspected, tested and verified as correctly connected.
 - All system components have been inspected to verify installation in accordance with the manufacturer's instructions.
 - A visual inspection of the system components has been conducted to ensure that defective equipment items have not been installed and there are no loose connections.
 - All systems grounding and transient protection systems have been verified as properly installed and connected by a licensed Electrical Engineer.
- Satisfaction of the above requirements does not relieve offerer of responsibility for incorrect installations, defective equipment items or collateral damage as a result of offerer's deficient work/defective equipment.*
- 7.1.4 Interference with any FAA and/or other airport systems will not be allowed under any circumstances.
- 7.1.5 An FCC certified technician must certify that the systems meet FCC guidelines for human max permissible exposure to radio frequency energy found in CFR 47, Parts 1.1307-1.1310, October 1, 2000 or most current version.
- 7.1.6 A list of all acceptance tests and all acceptance test plans shall be reviewed and approved by the Department of Aviation and/or its representative before start of testing.
- 7.1.7 The Department of Aviation and its representatives shall have the option to review, witness and validate all acceptance tests.
- 7.1.8 All acceptance tests shall be completed and documented and test records given to the Department of Aviation.
- 7.1.9 All tests must pass the acceptance test criteria before equipment is accepted.

- 7.1.10 The successful offerer shall indicate the reasons for failed tests and the procedure and timeline to correct these failures.

7.2 Technical Criteria

- 7.2.1 Voice and data coverage shall be determined with 95% availability.
- 7.2.2 The required coverage area shall have acceptable coverage over 95% of the entire area for voice and data.
- 7.2.3 Data access shall be assessed at 95% availability for a channel capacity throughput of 6 Mb/s.
- 7.2.4 Data coverage shall have at maximum a bit error rate (BER) of 1×10^{-6} over 95% of the area.
- 7.2.5 Voice Grade of Service - Typical service is stated as 95% coverage, 95% calls Received and transmitted at Circuit Merit Level 3 (CM3).
- 7.2.6 The carrier to interference ratio (C/I) shall not be less than 20 dB at the required specified locations.
- 7.2.7 The required coverage area shall be specified in grids of 50 feet x 50 feet and signal tests shall be completed on all grids. Signal availability in 95% of the grids, as specified by the receive signal threshold in the link budgets, will be deemed as acceptable coverage.
- 7.2.8 Test calls shall be made for different carriers at the same location to verify that no interference occurs on any carrier at any location within the required coverage area.
- 7.2.9 Test data transactions shall be made at the same time in the same location to verify that no interference occurs with the various carriers at any location within the required coverage area.
- 7.2.10 Test paging messages shall be made at the same time from the same location to verify that no interference occurs with other carriers at any location within the required coverage area.
- 7.2.11 Test measurements shall be made to verify that the signal level meets or exceeds the levels as specified in the established link budgets.
- 7.2.12 The fiber cable used shall be specified with the appropriate required input levels and loss per length of cable.

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- 7.2.13 The offerer, at no cost, shall provide any special test equipment necessary for the system test to ABIA. The airport must approve all test equipment used at the airport facility. All test equipment shall be listed by manufacturer and model and have current calibration tags.
- 7.2.14 Acceptance tests shall verify satisfactory end-to-end performance and that all features and functions operate properly for a period of thirty (30) contiguous days. All equipment shall operate as proposed with zero down time for the entire thirty days of acceptance testing.
- 7.2.15 If performance problems are encountered during testing, the offerer shall work with ABIA and/or other contractors to isolate and eliminate the problems. The proposer shall initiate corrective actions at their own expense. Offerer shall affect repairs to proper operation and once repairs are acceptable to ABIA, the acceptance testing process shall start again, requiring thirty (30) days of contiguous operation with zero down time.
- 7.2.16 All test failures shall be corrected, at no additional cost to the City of Austin, before the system will be accepted.

7.3 Test Plan Criteria

- 7.3.1 Performance verification and on-site endurance testing must be completed on the entire system before the DAS will be considered completed.
- 7.3.2 The offerer shall be responsible for performing all tests on the system.
- 7.3.3 The complete system must be tested and it must be demonstrated that all specified features and performance criteria have been met. All requirements of the specification shall be tested.
- 7.3.4 The test plan shall identify each service and demonstrate its accurate operation. If any service fails testing, the offerer shall immediately notify ABIA of the problem and the offerer will eliminate the problem.
- 7.3.5 The tests shall clearly demonstrate that the system and its components fully comply with the requirements specified herein.
- 7.3.6 The test plan shall be submitted to ABIA for review and approval a minimum of twenty (20) standard business days prior to the scheduled start of the test. The preliminary test plan will be approved, approved with corrections or rejected and returned to the offerer within ten (10) standard business days. The offerer shall submit his final corrected test plan no less than ten (10) standard business days prior to the scheduled start of the test.
- 7.3.7 The test plan for each phase of testing shall include details of the objectives of all tests.

7.3.8 All test plans shall contain at least:

- Purpose of test
- Test procedures
- Interconnection diagram of equipment under test
- Expected results
- Test results
- Record of test results with signature of engineer performing test, signature of witness, and date performed
- Pass or fail evaluation with comments

7.3.9 Test procedures shall be provided and shall be the means by which all specified tests are executed. The procedures shall be divided into logical sections and each section shall contain at least:

- A statement of purpose so that the goals and methods of the testing can be understood.
- A specification of the hardware/software to be tested in that section
- A specification of the software and hardware required to execute that section.

7.3.10 Test procedures shall provide conformity to all specification requirements. Satisfactory completion of the test procedure is necessary as a condition of system acceptance.

7.3.11 The test procedures for each test shall be submitted to the ABIA for review and approval a minimum of twenty (20) business days prior to the scheduled start of the test. These preliminary test procedures will be approved, approved with corrections or rejected and returned to the offerer within ten (10) days. The offerer shall submit his final corrected test procedures no less than ten (10) days prior to the scheduled start of the test.

7.3.12 The offerer shall provide six copies for the proposed test plan/procedures for each testing phase for the review and approval of the DoA.

7.4 Implementation Cutover & Final Testing

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- 7.4.1 The offerer shall be responsible for all implementations and proper coordination with ABIA and other organizations for a successful implementation of services.
- 7.4.2 Offerer shall provide a sample implementation cutover plan with their proposal. The plan shall include procedure for tracking status of activities and escalating issues and problems to the appropriate authority for resolution. The plan should also state the system configuration applicable to each test.
- 7.4.3 The implementation cutover plan shall provide detailed methods and plans for how the existing carriers and ABIA will be converted from the current environment to the DAS.
- 7.4.4 The implementation cutover plan shall describe the day-to-day activities planned for implementing the services described within the proposal.
- 7.4.5 The offerer shall include in their implementation cutover plan a cutover test plan that shall include the overall approach to testing transmission performances for each service and carrier during service installation, and explicit service-specific processes and procedures that shall be employed for testing.
- 7.4.6 Offerer shall submit a detailed implementation cutover plan to ABIA, or designed representative, within sixty (60) standard business days after award of contract. This detailed implementation cutover plan shall be a refinement of the implementation cutover plan submitted with the proposal so as to address the actual configuration of all selected services and frequencies to be installed.
- 7.4.7 The detailed implementation cutover plan shall describe any expectations of ABIA and the time frame desired for these activities. The plan timeline shall provide adequate time and notification allowing ABIA to coordinate desired activities with tenants, contractors, subcontractors, security personnel, and offerer's team.
- 7.4.8 The offerer shall conduct cutover testing for each carrier during the service implementation.
- 7.4.9 The cutover/ implementation for all services shall occur within forty-five (45) standard business days of DAS equipment acceptance.
- 7.4.10 ABIA shall be notified a minimum of two weeks in advance of all cutovers and shall have the option of attending and observing all cutovers.
- 7.4.11 Cutover/implementation shall take place during non-peak hours, as determined by DoA Operations, and should be as seamless as possible to allow for continued customer service and least possible downtime for carriers.

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- 7.4.12 ABIA shall be the sole determinate in deciding if the cutover has been successful. If the results of cutover testing are deemed acceptable by ABIA, the offerer shall begin final acceptance testing.
- 7.4.13 Acceptance tests shall verify satisfactory end-to-end performance and that all features and functions operate properly for a period of thirty (30) contiguous calendar days after a successful cutover.
- 7.4.14 All services shall operate as proposed with zero down time for the entire thirty (30) days of acceptance testing. If performance problems are encountered during testing, the offerer shall work with ABIA and/or other contractors to isolate and eliminate the problems.
- 7.4.15 The offerer shall initiate corrective actions at their own expense. Offerer shall affect repairs to proper operation and once repairs are acceptable to ABIA, the cutover testing process shall start again, requiring thirty (30) calendar days of contiguous operation with zero down time.
- 7.4.16 For each test, the offerer shall prepare a test report document, which shall certify successful completion of that test. The test report shall be submitted to ABIA, or designee, for review and acceptance within seven days following successful completion of that test. The test report shall contain at a minimum:
- Commentary on test results
 - A listing and discussion of all discrepancies between expected and actual results and of all failures encountered during the test and their resolution.
 - Signatures of persons who performed with and witnessed the test
 - Upon completion and review of all testing requirements and acceptance of all system documentation and deliverables, ABIA shall notify the offerer to begin acceptance testing.

8.0 COSTING AND BUSINESS PLAN

The offerer shall include a business plan describing their approach to management of the DAS project. All required sections below must include sufficient detail to allow the City to effectively consider the proposal.

8.1 Solution 1: Design and Implementation

The business plan for Solution 1 shall include a description of the day-to-day operations and management of all responsibilities related to the project and included in this RFP. This plan shall describe the anticipated office/storage facilities, staffing requirements, operational hierarchy and after hours availability.

The Plan shall include, but not be limited to, all information as listed below:

1. Implementation Plan and Project Management

- Design cost (Fixed Price)
- Equipment cost (Fixed Price)
- Implementation Cost (Fixed Price)
- Project management plan
- Project schedule
- 2. Technical Plan including a high-level system overview
 - Use of existing airport infrastructure
 - Proposed traffic capacity and utilization
 - Estimated Traffic growth
- 3. Business Operations, Administrative, Management, Personnel and Staffing
 - Personnel and staffing plan (including Attachments 3 -6)
 - Optional Hardware Maintenance Agreement and costs
- 4. Financial Pro Forma
- 5. Legal, Regulatory and Industrial considerations and permits

8.2 Solution 2: Design, Implementation and Management

The business plan for Solution 2 shall include a description of the day-to-day operations and management of all wireless responsibilities included in this RFP. This plan shall describe the anticipated location of office facilities, staffing requirements, operational hierarchy and after hours availability.

The Plan shall include, but not be limited to, all information as listed below:

1. Implementation Plan and Project Management
 - Design cost (Fixed Price)
 - Equipment cost (Fixed Price)
 - Implementation Cost (Fixed Price)
 - Project management plan
 - Project schedule
2. Technical Plan including a high-level system overview
 - Use of existing airport infrastructure
 - Proposed traffic utilization
 - Estimated Traffic growth
3. Business Operations, Administrative, Management, Personnel and Staffing
 - Personnel and staffing plan (including Attachments 3-6)
 - Estimated operational cost for 5, 10 and 20 year periods including costs of routine hardware and software maintenance and anticipated upgrades
4. Marketing Plan
 - Potential list of service providers
 - Proposed carrier sub-licensee agreement structure and terms
 - Service offerings
 - Rental fee structure for concession rights to the DAS operation
 - Detailed description of proposed rates and charges

Austin-Bergstrom International Airport DAS RFP
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5. Reporting and Payments to the City
 - Percentage earnings payment to the City with escalation/growth provisions
 - Reporting and payment schedule to the City of Austin
 - Revenue to the City of Austin
6. Financial Pro Forma
7. Legal, Regulatory and Industrial considerations and Permits

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MSO0011

1. PROPOSAL FORMAT

Proposer must submit 12 copies of the proposal- one original and 11 copies.

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Provide audited financial statements for the past two years. In the event that audited financial statements cannot be provided, the offerer must provide financial information that will enable the City to accurately assess financial stability and viability. Provide the same information for any entity that will participate in this project through a joint venture or subcontract arrangement.

- B. **Part II - System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

- C. **Part III - Program**: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Statement of Work and your plan for accomplishment. Specifically indicate:

- i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks. The proposer shall present a Project Management Plan (PMP) and the method to be used for task and status tracking. The project plan should include all key tasks and their dependencies related to financing, equipment procurement, network build out, operations preparation, technical trial and general launch. The proposed project schedule should be presented. Schedule realism should be evident as well as risk management work around approaches. The materials management and workmanship quality management systems should be stated and described in detail. Proposing firms shall include a description of their approach to testing and network certification processes that will precede any launch of services.
- ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
- iii. The degree of definition provided in each technical element of your plan.
- iv. The points at which written, deliverable reports will be provided.
- v. The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon final acceptance by the City.
- vi. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this

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Request for Proposal

- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting chain responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Proposing firms must provide a detailed history of their company and its experience in designing, installing and maintaining wireless networks. Proposing firms shall describe the background of their organization showing products, technologies, professional strengths and abilities that make them qualified. If the proposing firm will be offering certain elements of the project through a subcontractor, sufficient information and data with respect to each subcontractor must be provided to demonstrate that it has the requisite experience to perform the function assigned by the proposing firm. Proposals must include the following information about the proposing firm and any subcontractors:

Experience and Qualifications: Total number of years in business, years supplying telecommunications services, general scope of services provided, and number of employees and principal areas of expertise. A narrative description and organizational chart depicting the management of the firm's organization and its relationship to any larger business entity. Description of current operations, the number and scope of other projects currently ongoing or set to begin within the next six (6) months. Statement whether the proposing firm or any corporation or other entity which has a direct or indirect controlling interest in the proposing firm or any subsidiary corporation or other entity has: Been suspended or barred from bidding on government (federal, state or local) contracts. Undergone any federal audits. Had any contracts terminated either voluntarily or involuntarily within the past five (5) years.

Relevant Experience: Briefly describe other projects executed by the proposing firm that demonstrate relevant experience. List most relevant completed projects related to design, implementation, and/or operation of telecommunications networks, in which the proposing firm has been involved in the past five (5) years. Provide references for the most relevant completed projects, including company name, address, contact name and title, phone number, e-mail address, and description of the service provided. Each reference shall include a descriptive project summary, financial structure, and role of firm/principal in the project. Describe the firm's experience in wireless network infrastructure procurement, architecture, design and installation services. Describe all completed projects related to design, implementation, and/or operation of telecommunications networks that are similar in type, size, scale, or complexity to the project outlined in this RFP. Include for each project the total capital and annual operating costs, time between project milestones, marketing and sales performance, contact references, role of firm principals in the project, Quality of Service characteristics, and explanation of any regulatory issues that required resolution. If proposing for Solution 2, also provide service level agreement experience and references. Also include a description of the invoice management and reporting systems used. Describe the approach to circuit usage and loading that was used for each project.

The proposer must provide evidence of a minimum of five (5) wireless network installation projects of similar complexity and scope at airports, or similar secure facilities, or municipalities that were completed within the past 5 years.

If the proposal is submitted as a Joint Venture, provide full information concerning the nature and structure of the joint venture, including:

- Entity(ies) that will be guaranteeing contract performance
- Which entity is responsible for which portion of the work

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- o Date of joint venture formation
- o A statement as to whether the agreement between joint venture partners makes each partner jointly and severally liable for contractual obligations of this project

Note that any proposing entity must be legally formed and registered with the City of Austin's vendor registration system prior to the RFP due date.

In addition to the above requirements, all proposals should include the following completed Attachments:

Attachment 3: PROPOSER'S INFORMATION

Attachment 4: STATEMENT OF PROJECT EXPERIENCE

Attachment 5: STATEMENT OF EXPERIENCE FOR PROPOSER'S LISTED PROJECT MANAGER

Attachment 6: STATEMENT OF EXPERIENCE FOR PROPOSER'S LISTED SUBCONTRACTORS

Experience will not be considered unless complete reference data is provided and the required attachments are completed.

- F. **Part VI – Personnel Qualifications:** Proposals must include the following information of the proposing firm and any subcontractors: Provide a professional resume for the key personnel proposed to be assigned to the project, including key subcontractors, and their relevant related experience. Provide copies of all relevant certifications and licenses for Proposer's and subcontractors' personnel that will be assigned to this project. Describe key personnel's proposed roles and responsibilities on this project. Identify a proposed project manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with the proposing firm. Identify other key team members and their time (anticipated number of hours) to be spent on the project. Provide an organizational chart of the proposed project team.

G. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**

- i. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:
 - (1) shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
 - (2) shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
 - (3) shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
 - (4) must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this

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solicitation, will have any financial interest, direct or indirect, in said contract.

- (5) must state that there are no other potential or actual conflicts of interest regarding this solicitation.
 - (6) shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
 - (7) shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.
- ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.
- H. **Part VIII - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- I. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- J. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.
- K. **Part XI - Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products. Include the following information in your response to Section 0500, Paragraph 8.0, Business Plan:
- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rates:
 - (1) manager, senior consultant, analyst, subcontractor, etc.
 - (2) estimated hours for each category of personnel
 - (3) rate applied for each category of personnel
 - (4) total cost
 - ii. Itemize cost of supplies and materials

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- iii. Other itemized direct costs
- iv. If applicable, general and administrative burden. Indicate base used, percentage, and total cost relative to this procurement.
- v. Travel expenses. Specify travel cost separately. City shall reimburse contractor for actual out-of-town travel expenses incurred for food, lodging and transportation, hotel and flight accommodations provided such expenses are reasonable. The City's judgment shall prevail in any dispute arising over the reasonableness of such expense. All expenses will be reviewed against the City's Travel Policy and the Runzheimer Meal-Lodging Index by the Budget Office. All invoices must be accompanied by copies of receipts (hotel bills, airline tickets, etc.). No reimbursement will be made for expenses not actually incurred.
- vi. Printing. State separately the cost of furnishing copies of the final report (if applicable).
- vii. Total cost schedule.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph b below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. 100 points.

(1) System Concept and Solutions Proposed (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation). 32 points

(2) Demonstrated Applicable Experience (Proposer's experience and references, including Service Level Agreement experience, marketing sales performance and invoice management methods for Solution 2.) 12 points

(3) Evidence of Good Organization and Management Practices. (For Solution 1 & 2 – Project Management Plan, Project Tracking system, Materials management, Installation workmanship quality management, reporting chain traceability will be evaluated. For

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Solution 2 – Service Level Agreement contracting and system circuit capacity monitoring and control will also be evaluated). 10 points

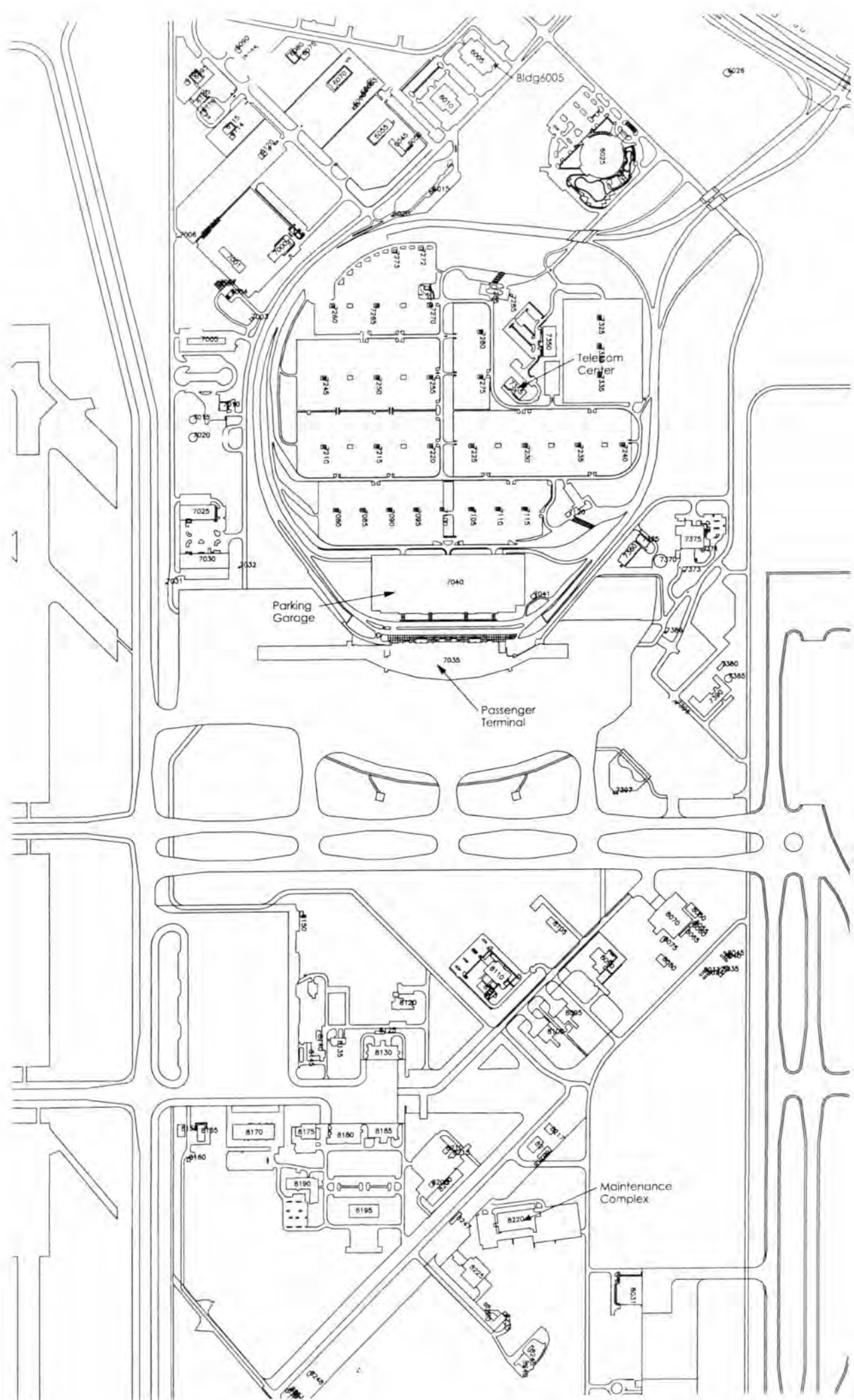
- (4) Personnel Qualifications (Experience and references of Proposer and subcontractor personnel on like projects, qualifications, certifications, and licenses) 5 points
- (5) Schedule feasibility and risk management (The schedule shall be capable of work-around if necessary and the approach to risk management and schedule adjustment with minimum or no impact on the project shall be evaluated). 5 points
- (6) Total Evaluated Cost. (Cost/Revenue analysis will be performed for each response) 36 points total
- (7) Financial viability/stability. (Analysis of financial statements, Dun and Bradstreet rating) Pass/Fail

- ii Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

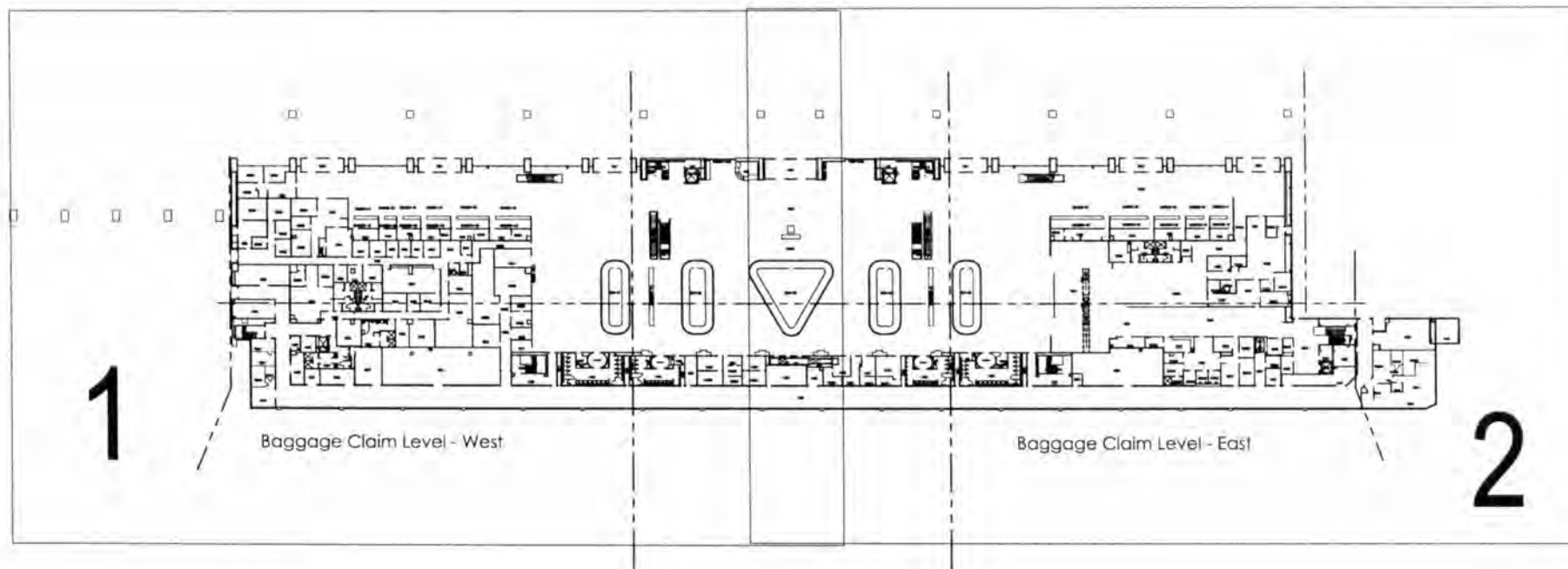
C. Contract Payment and Retainage:

- i. The contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed-price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate.
- ii. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of the final work products, including year 2000 compliance verification, if applicable. These payments shall be based upon milestones completed as proposed by the Proposer.
- iii. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

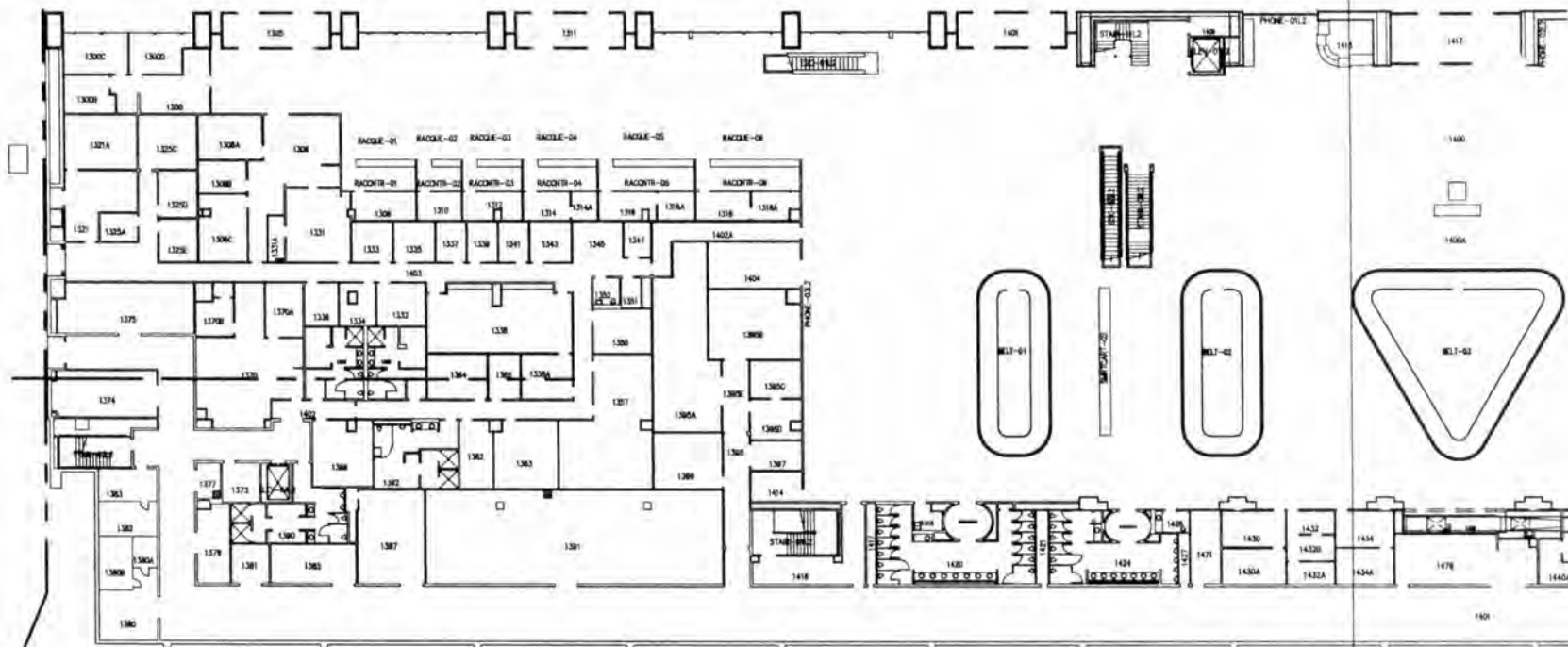
Attachment 1:
Aerial View Map
Austin Bergstrom International Airport
Airport Campus



Attachment 1:
Austin Bergstrom International Airport
Barbara Jordan Passenger Terminal
Baggage Claim

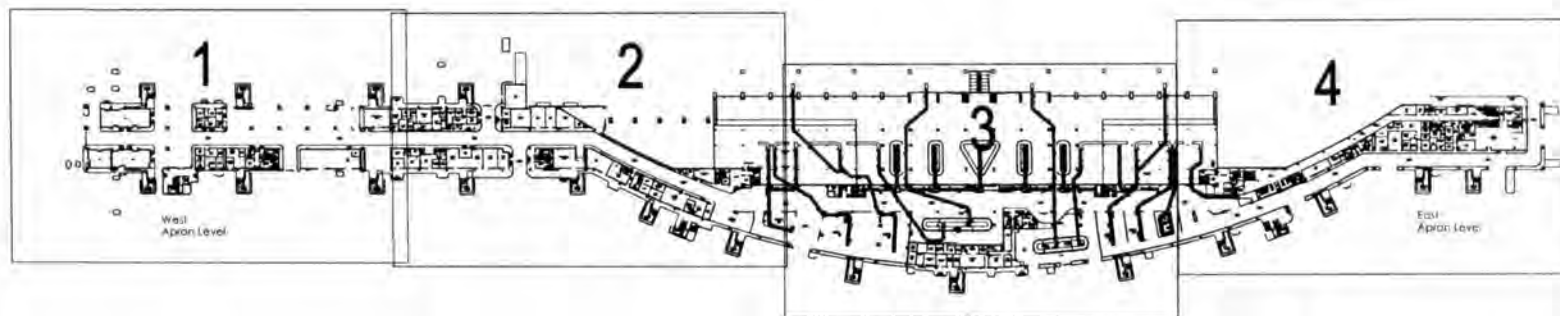


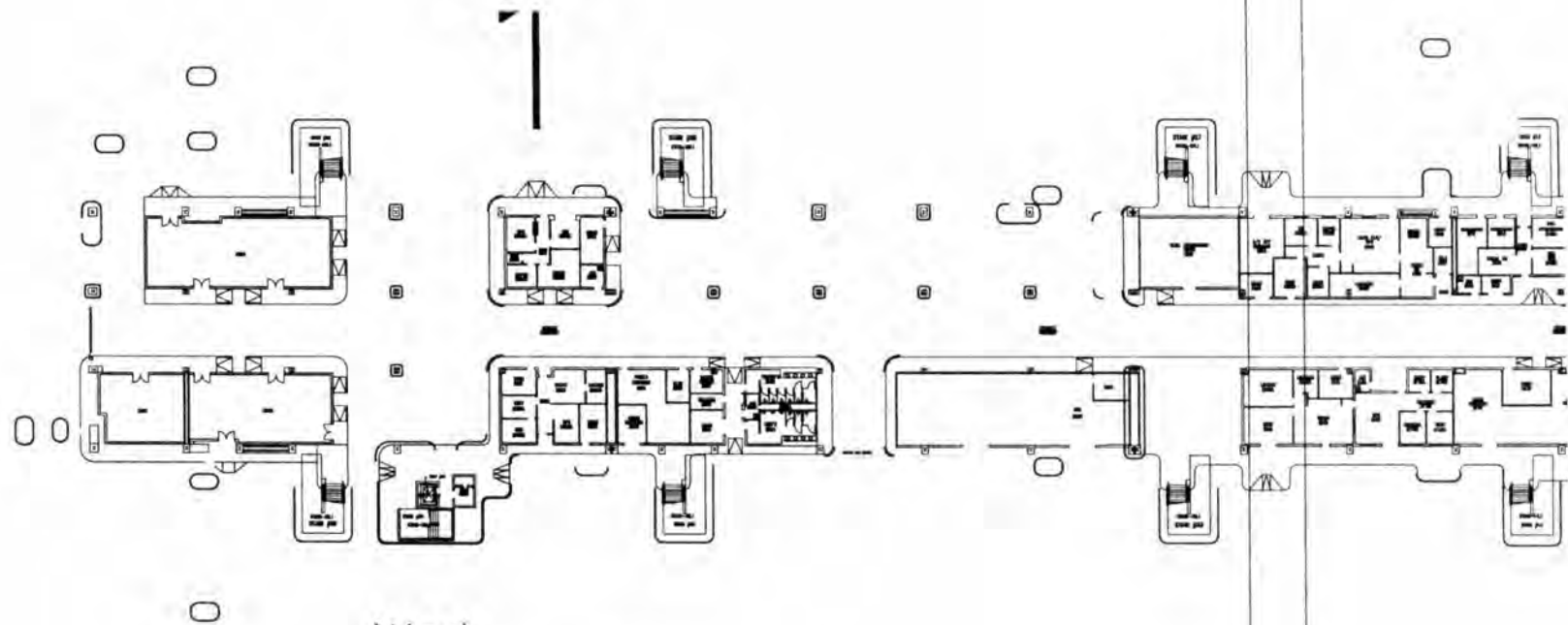
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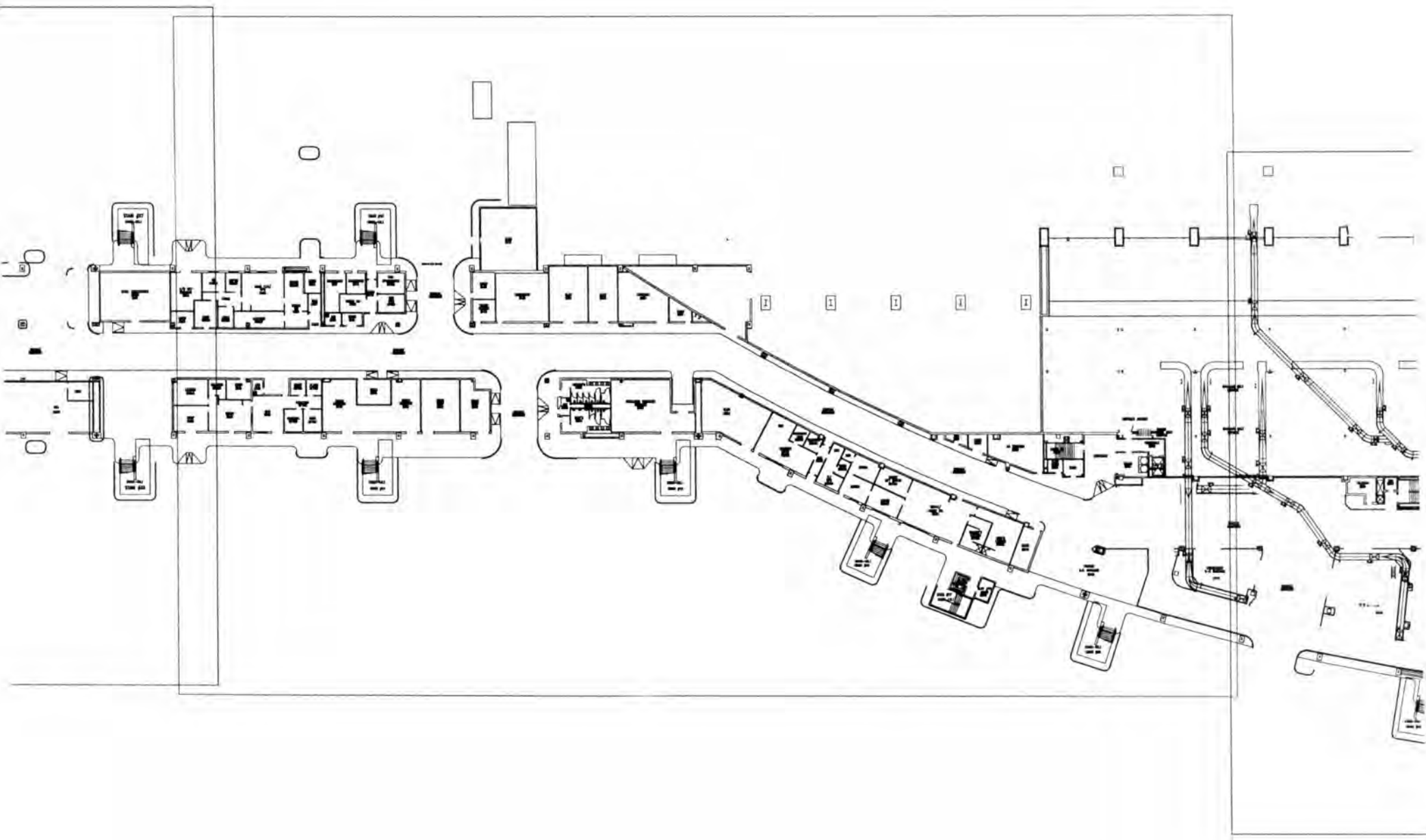
Baggage Claim Level - West

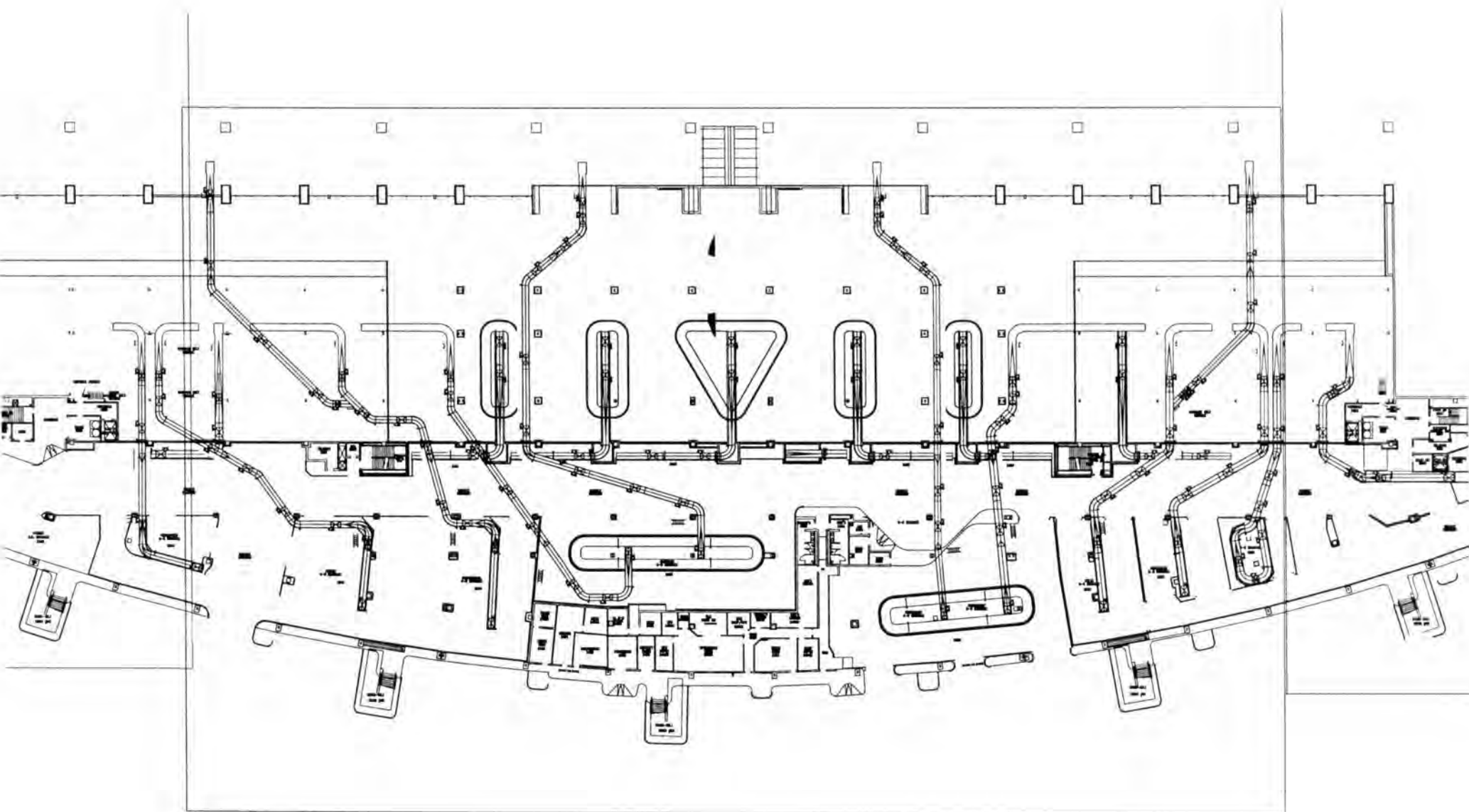
Attachment 1:
Austin Bergstrom International Airport
Barbara Jordan Passenger Terminal
Apron/Ramp





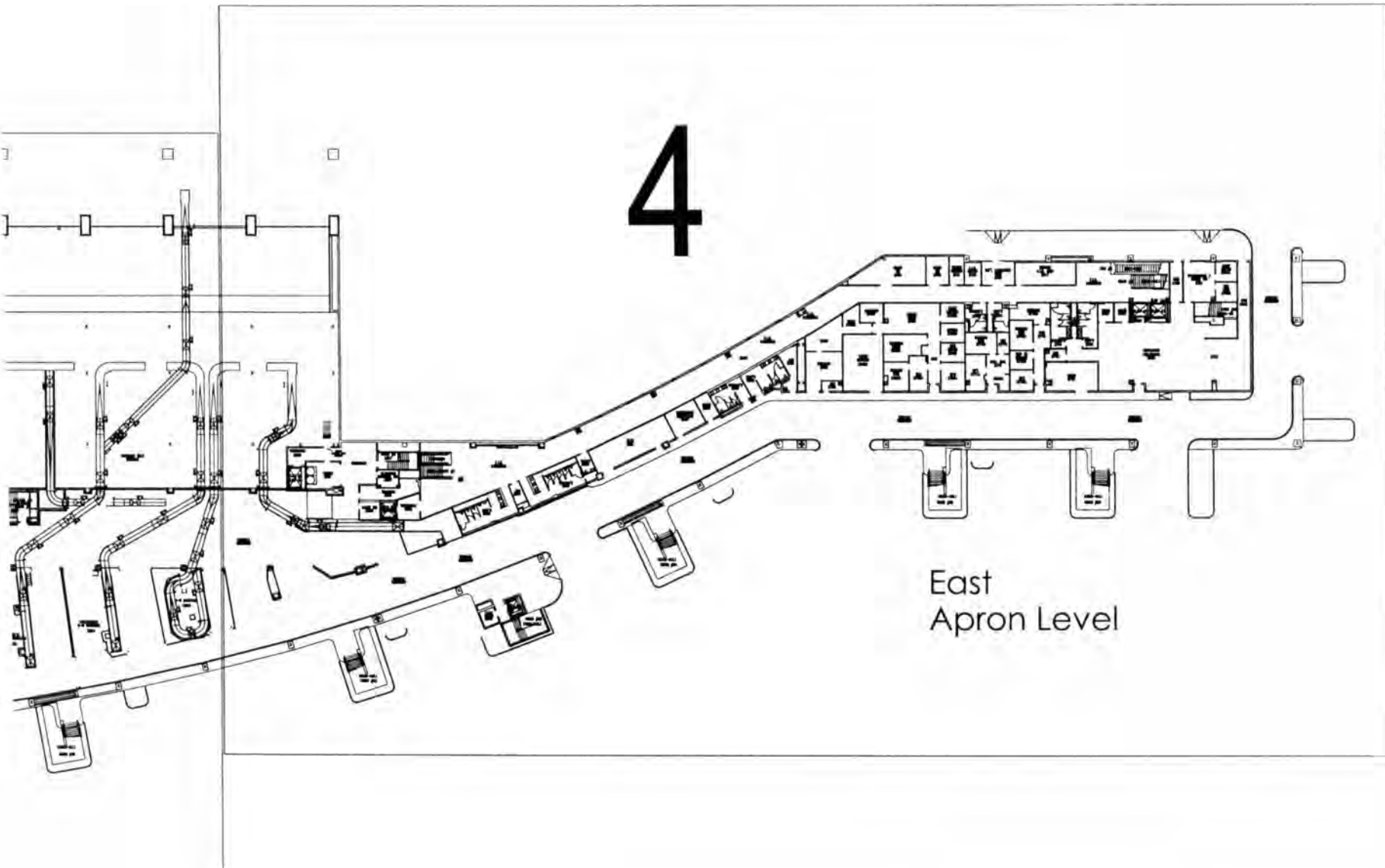
West
Apron Level



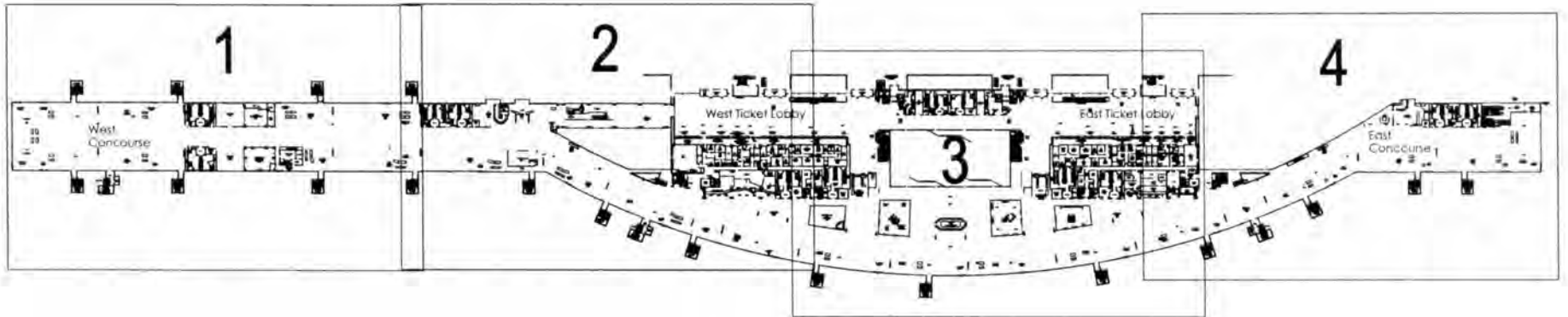


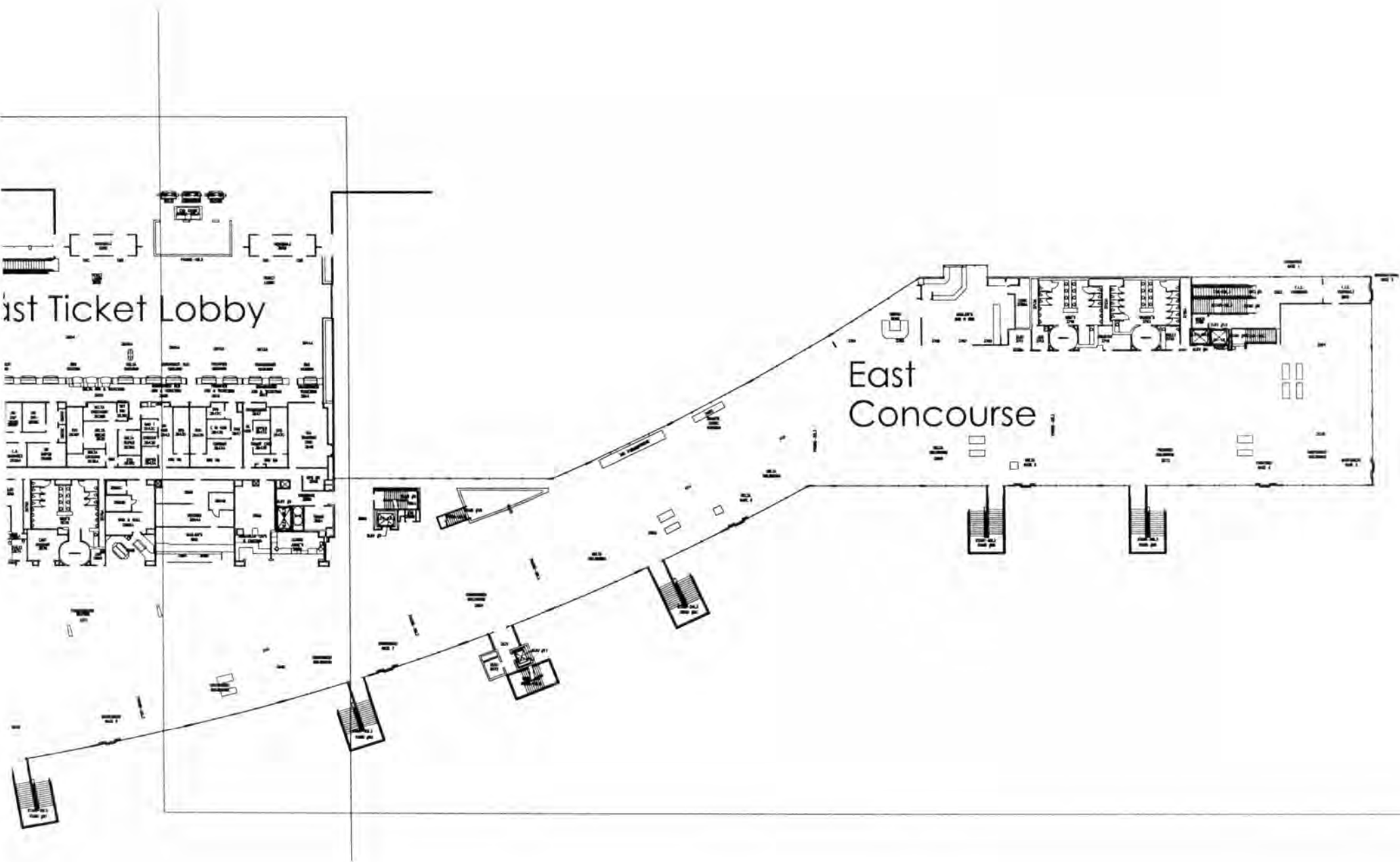
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East
Apron Level

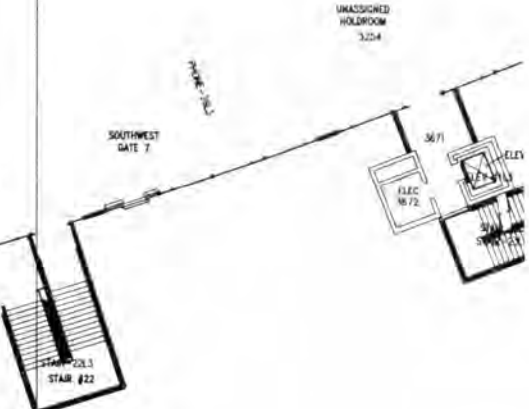
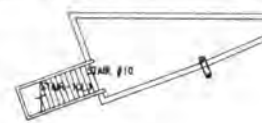


Attachment 1:
Austin Bergstrom International Airport
Barbara Jordan Passenger Terminal
Concourse/Ticketing





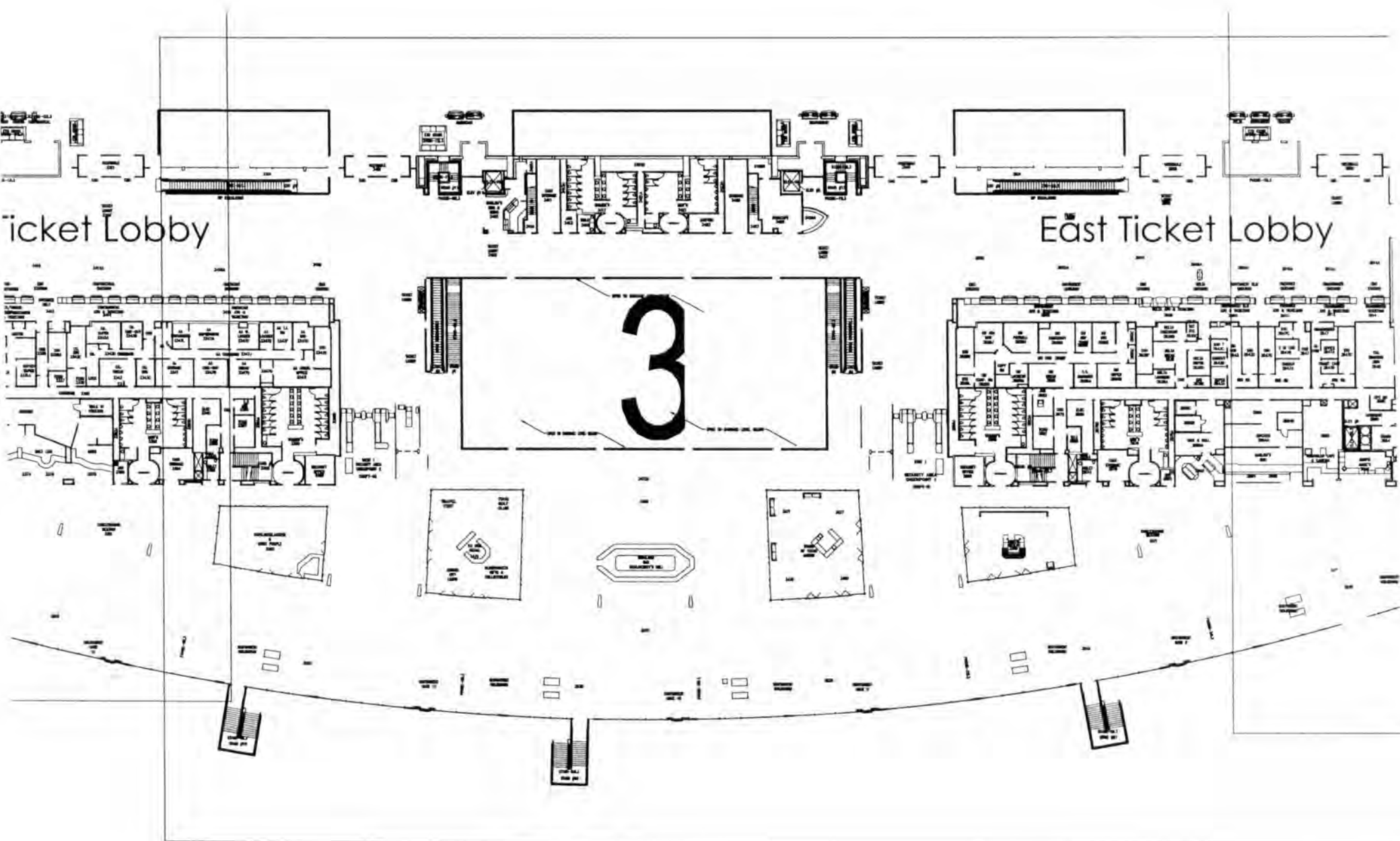
East Ticket Lobby



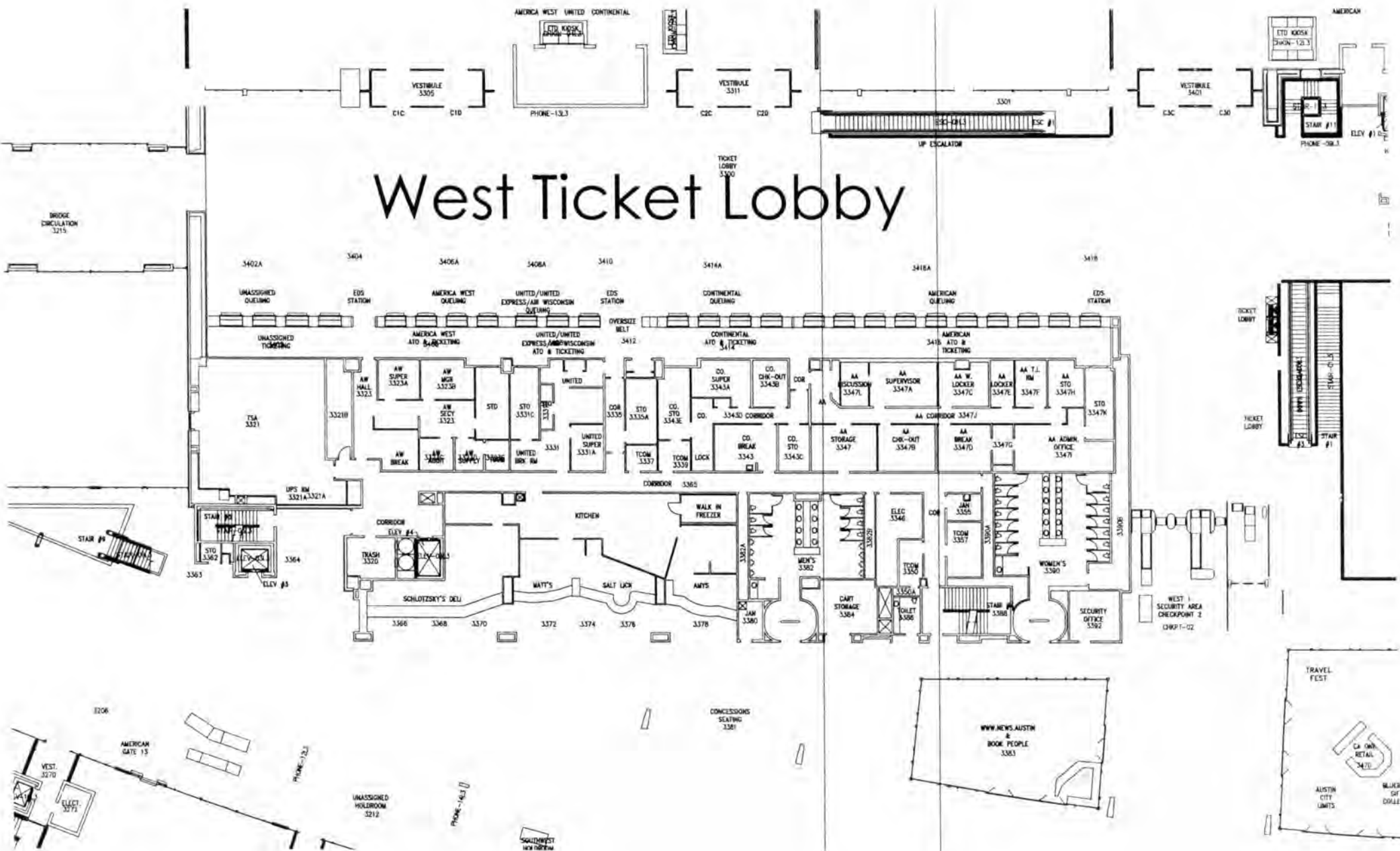
Ticket Lobby

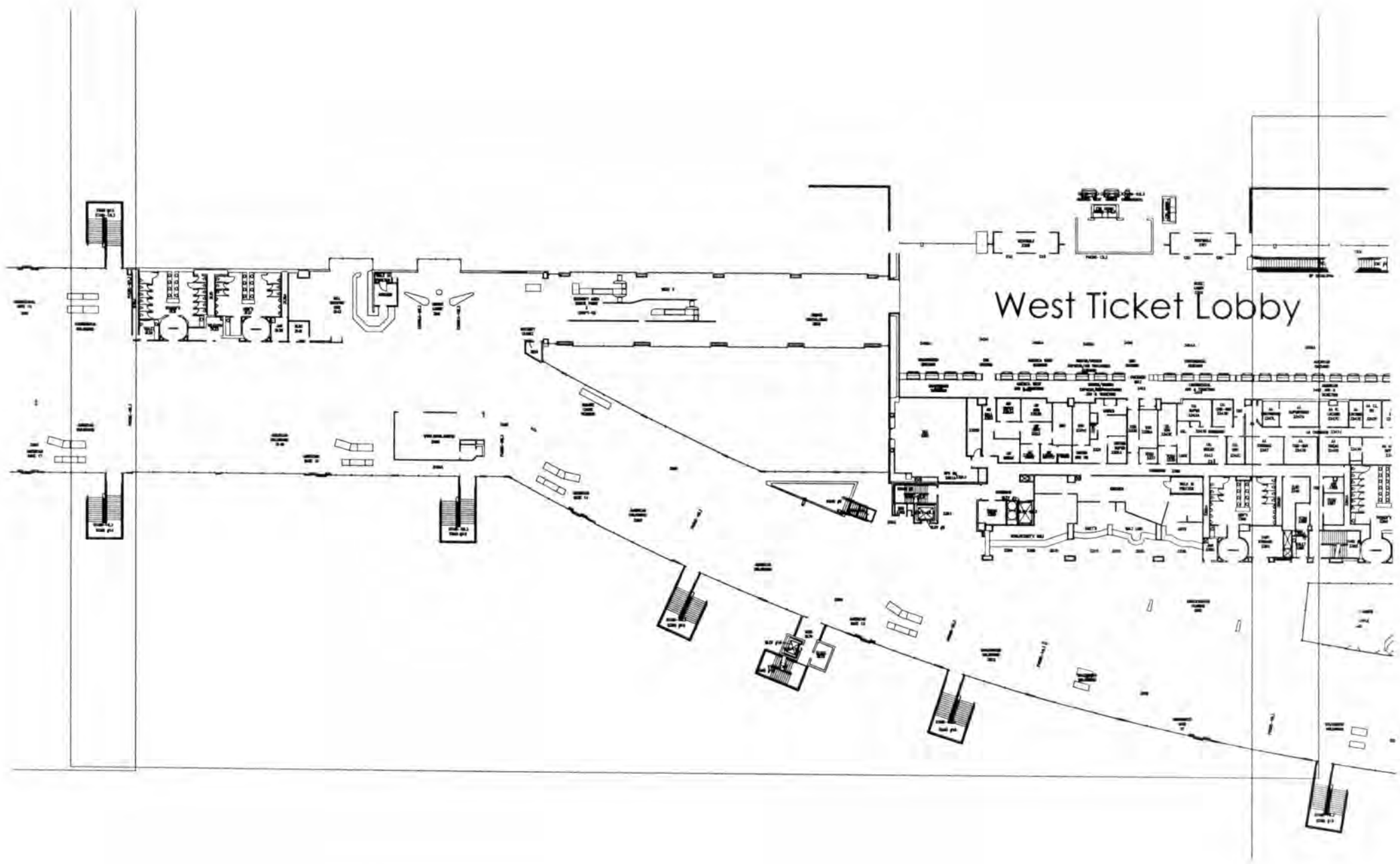
East Ticket Lobby

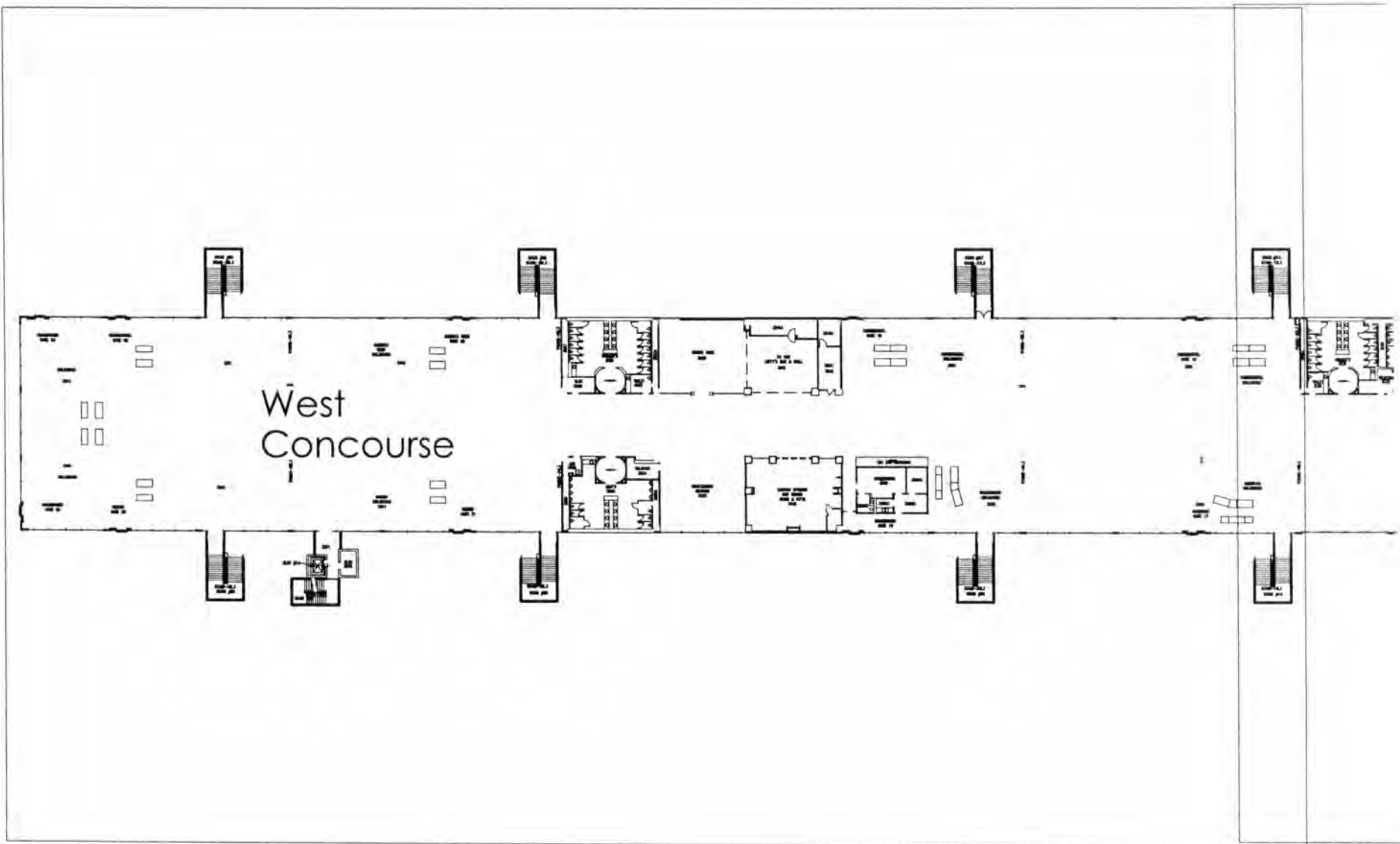
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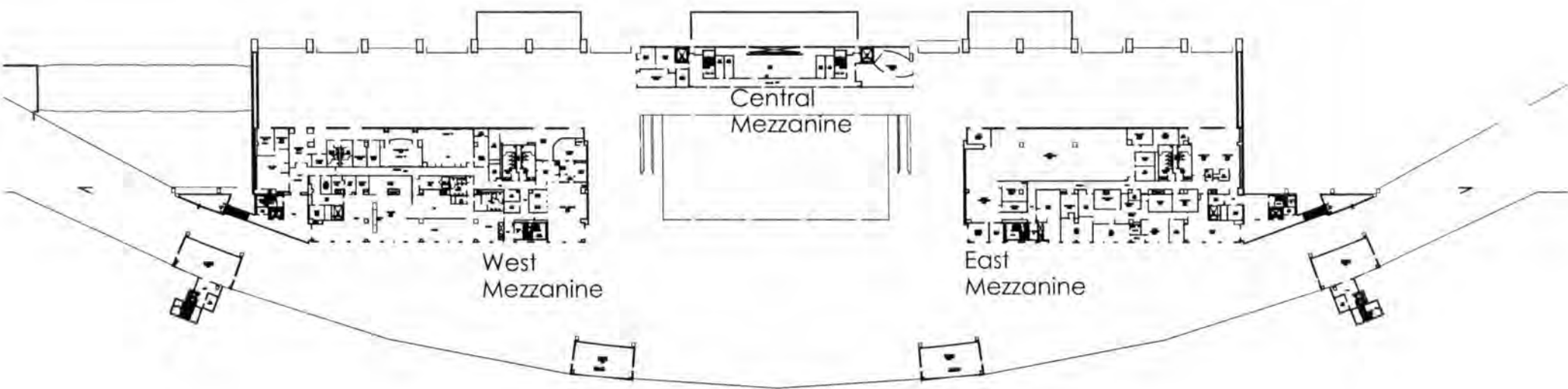
West Ticket Lobby

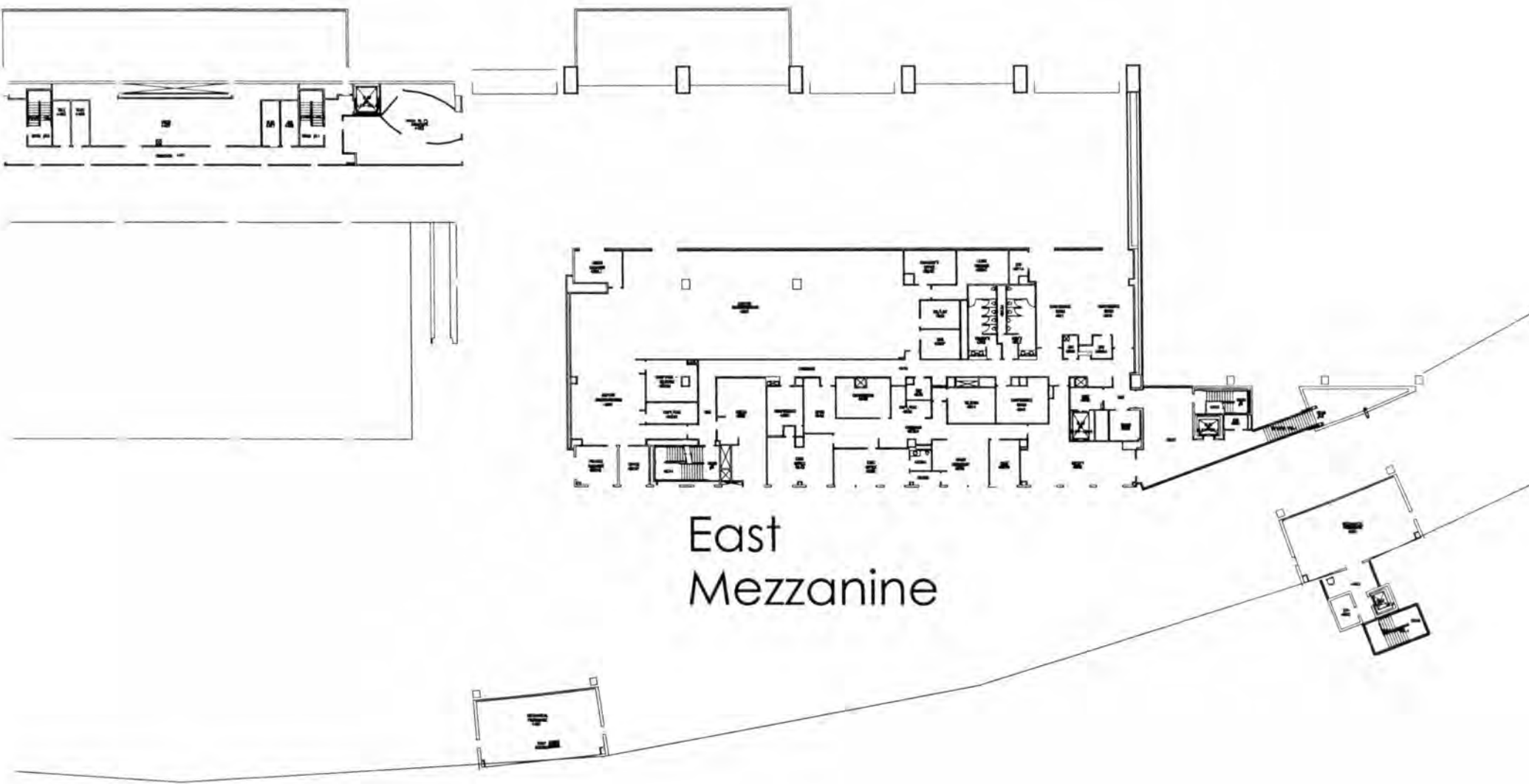




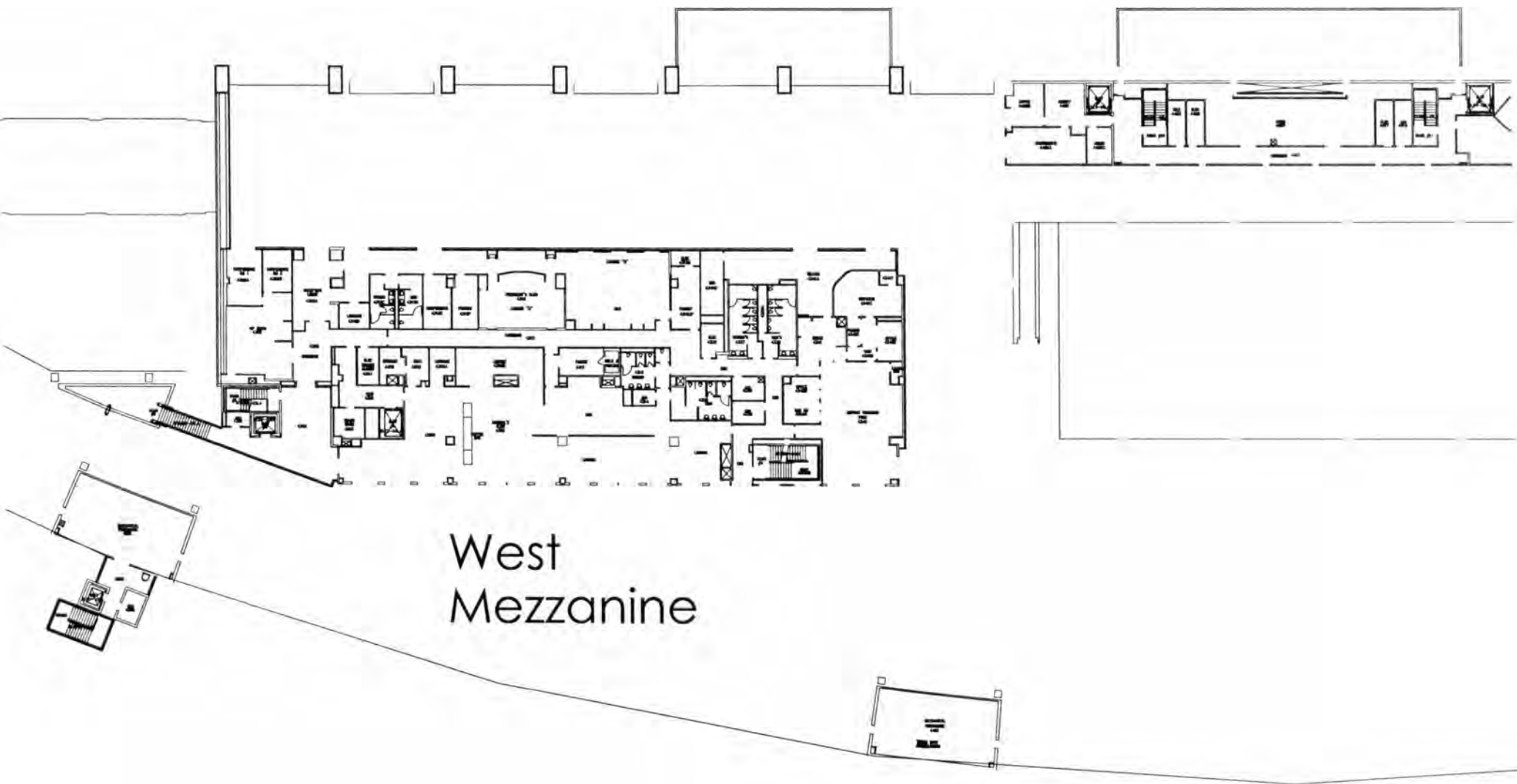


Attachment 1:
Austin Bergstrom International Airport
Barbara Jordan Passenger Terminal
Mezzanines

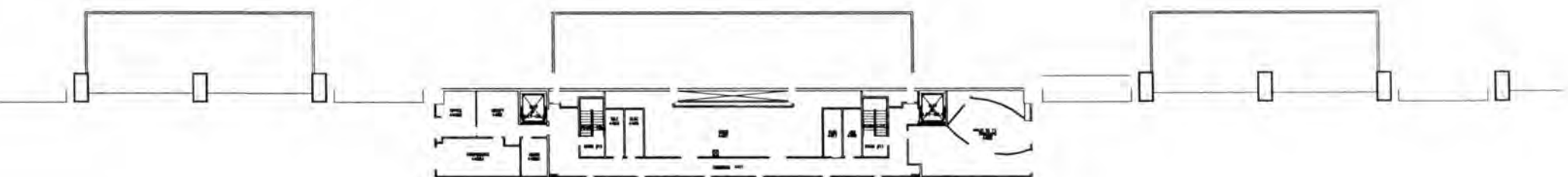




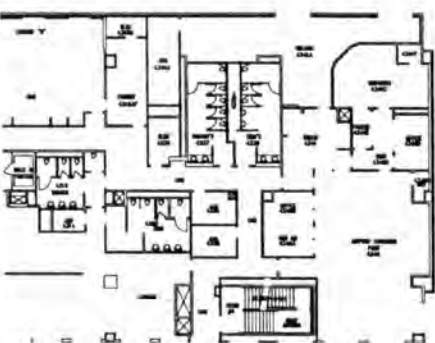
East
Mezzanine



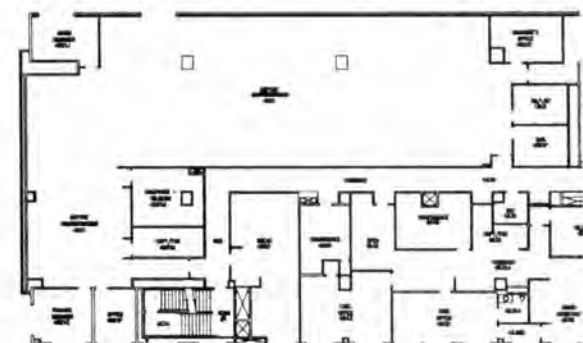
West
Mezzanine



Central
Mezzanine



West
Mezzanine



East
Mezzanine



Attachment 2: Airport Security Requirements

This attachment outlines security responsibilities for Contractors and Subcontractors at Austin-Bergstrom International Airport (ABIA).

1. RESTRICTED AREAS ACCESS POLICIES

Unescorted Access: Individuals with an operational need for unescorted access into restricted areas (Sterile Area, Secured Area and/or Air Operations Area) of the airport shall submit to a fingerprint-based ten-year criminal history records check (CHRC), Security Threat Assessment (STA), and criminal warrants check. If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office may issue a security access badge.

Escorted Access: Each person acting as an escort must inform all individual(s) being escorted that they are in a security area of the airport and all security rules and regulations must be followed. The escort is required to be able to, at all times until the escorted individual has left the security area, physically control the escorted individual(s)' movement when escorted in the Secured Area and visually control the escorted individual(s) movement when escorted in the AOA and Sterile Area. Only individuals with current unescorted access authority are permitted to escort. Those who have authority to escort will have the designated silver background with (AUS) Sticker which gives them the authority to escort. Unless otherwise exempt the maximum number of individuals who can be escorted is three (3).

A "***Special Event Notification Form***" may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis. Completion and submission of the form and ***prior approval*** from the ASC or ACS's designee must be received before conducting the escort. To ensure prompt approval completed forms should be faxed to 530-6316 at least 72 hours in advance to allow for this exemption. In an emergency situation with less than 72 hours notice is available; submit the fax to Airport Communications at 530-7676. Approval ***must*** be obtained before conducting the escort.

Sterile Area Visitor Access: A Subcontractor or Supplier who needs access to a Sterile Area Work site for duration two (2) days maximum, is not required to obtain a security ID badge. Personnel who fit into this category will be required to provide a limited amount of personal information about them selves to qualify for issuance of a "VISITOR" badge

In addition, contractors awaiting fingerprint results may be issued a visitor's pass to work in the **Sterile Area Only**. Employee must read and sign "*Acknowledgement of ABIA Visitor/Escort Responsibilities*" form and remain under escort at all times while in the Sterile Area.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Contractor shall

contact the DOA Business Development Section at 530-7507 for escort fees, scheduling and additional information.

After-Hours Access: Should the Contractor require access to the Terminal's sterile side after Transportation Security Administration (TSA) operations at security checkpoints have terminated for the day, the Contractor shall contact the Airport Transportation Security Sergeant/Supervisor on duty, located in the Terminal Security and ID Office (west end baggage level; telephone 530-6469) and the following procedures may apply:

The Contractor shall report to the Terminal Loading Dock where identification will be verified and registration of his ingress to the Terminal recorded.

The Airport Transportation Security Sergeant / Supervisor will then search the contractor's tools and equipment that are to be brought into the Terminal.

The Airport Transportation Security Sergeant / Supervisor will then provide access into the Terminal via the Loading Dock doors. The contractor will never be provided card swipe access through the loading dock doors.

Once admitted into the Terminal service corridor of the Terminal it is the responsibility of the Contractor to have card swipe access to the appropriate service elevators and doors to access their work site.

If the Contractor leaves the sterile side of the Terminal prior to TSA commencing their security checkpoint operations, the entry process sequence through the loading dock must be repeated for each entry.

Unconventional Access. Unconventional access is defined as entering into the secure side of the Terminal structure or AOA in a fashion other than a card swipe door or gate activity; for example, a baggage conveyor belt. If Contractor requires unconventional access into the Secured Area or AOA, the Contractor shall contact the Security and ID Office 24 hours prior to the proposed activity so that a security validation check can be performed and approval received. The ABIA Security and ID Office will in turn notify the requestor, Airport Public Safety, Airport Communications, TSA, and Airport Operations of the approved activity and the authorized person(s).

Key Access. The Airport Security and ID Office controls all locks and keys for access points. Locks and keys may be issued upon written request on Security and ID Form 148 and 148A. The form(s) must be signed by an individual whose signature is on file with the Security and ID Office as authorized to request security items for that organization. Individuals issued a key must have a valid ID badge and be authorized to enter the respective area. Only "Best Access Systems" keys and cores are approved for installation at ABIA. The Security and ID Office must install all key locks. The key will be stamped with a unique number and the statement "Do Not Duplicate." All security items remain the property of the Department of Aviation.

2. SECURITY ID BADGE APPLICATION PROCEDURES

Construction workers that are required to work in the Secured Area, Sterile Area or Air Operations Area must obtain and prominently display ABIA-issued security ID badges on their person at all times, except when being escorted. The DOA Security and ID office is the single point of service for processing security ID badge applications. Allow 3-5 days for completion of badge processing.

Business hours are 8am – 4pm Monday – Friday.

The following procedures shall be followed to obtain security ID badges:

Contractor shall complete the ABIA Unescorted Access Authorization form (Attached). Generally, the sponsoring tenant or a DOA representative shall serve as the authorizing party and will sign this form.

Contractor shall present two forms of identification. One must be governmental issued and one must contain a photo. A driver's license meets both criteria but must be accompanied by an additional form of identification.

Contractor shall read and sign the Criminal History Records Check/Disqualifying Criminal Offenses statement/form (Attached).

Contractor shall read and sign the TSA Security Threat Assessment form (Attached).

Contractor shall submit to an FBI fingerprint-based criminal history records check in addition to a criminal warrants check and TSA Security Threat Assessment.

Non-U.S. citizen contractors shall provide governmental proof of work authorization and an ABIA Documentation Verification Form (Attached) reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.

Contractor shall read and sign the ABIA Escort Procedures Authorization form (Attached).

Contractor shall submit appropriate fees: \$38.00 for CHRC and Badge; \$30.00 per door core if needed. Methods of payment are cash, check, MasterCard or Visa only.

Contractor shall attend the ABIA Security Identification Display Area (SIDA) training if accessing the Secured Area or Airport Operations Area. Classes are approximately 90 minutes followed by an examination. Classes are computer based and are available Monday-Friday 8:00 a.m.- 3:00 p.m. at the Security and ID office

Prior to badge issue, the Contractor signing authority shall coordinate with Security and ID to determine badge expiration date (one year or less) and the appropriate access profile.

Contractor shall be required to obtain a secondary security ID badge for any additional Subcontractors and/or Suppliers. This includes steps 1-6 listed above.

3. OTHER POLICIES

Vehicle Registration and Driver's Training. If the Work requires vehicular access in the Secured Area or Airport Operations Area (AOA) Contractor shall present proof of insurance (\$5mil.), vehicle logos, and attend airport driver's training class held immediately after the security training class. Contact Airport Operations, 530-7550 for more information.

Security at Construction Site. Contractors, or any other non-Airport personnel, having authorized Secured Area/AOA access and having been assigned a Secured Area/AOA access point for their temporary use shall maintain positive control of the access point by the use of off-duty ABIA law enforcement personnel or off-duty ABIA Security Guards. Hourly rates for appropriate personnel and equipment will be made available upon written request to the Security & ID office.

Contractor shall keep tools and other items not in use in a locked toolbox or in a secured area not accessible to the public. Contractor shall report the theft or loss of any tools to the Airport Security Coordinator (phone number: 530-7543) immediately.

Temporary Wall/Door/Lock/Fence/Gate. If temporary modification to current access control methods are required to the Sterile Area, Secured Area and/or Air Operations Area the Contractor shall comply with the following procedures as stated in Title 49 CFR Part 1542.105: *"The request for an amendment must be filed with the designated official at least 45 days before the date it proposes for the amendment to become effective, unless a shorter period is allowed by the designated official. Within 30 days after receiving a proposed amendment, the designated official, in writing, either approves or denies the request to amend."* For purposes of this section, the request shall be made to the Security and ID office. An example may be the installation of a temporary gate somewhere along the AOA fence line.

Loss of security items: Loss of any security-related item is a serious incident. All losses will be reported immediately to the Security and ID Office or Airport Communications. The Airport Security Coordinator or representative must approve replacement of any lost security item. Contractor is responsible for security deposit, replacement costs and any other cost associated with lost security items. Failure to return a badge will result in a \$500.00 per badge charge.

Tools: Contractor shall abide by Airport Security Program, including tool security requirements noted in the Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas. In addition, an inventory of all tools will be conducted upon entering the restricted area and upon exiting.

Attachment 3
PROPOSER'S INFORMATION

Proposer must answer all questions completely and all information must be clear, accurate and comprehensive. If necessary, questions may be answered on separate attached sheets.

- A. Name of Proposer: _____

- B. Proposer's Permanent Address: _____

- C. Proposer's Phone No.: _____

- D. Number of years in business under current company name: _____

(Note: A minimum of one (1) year's existence as a business is required under the current company name. Changes in company name during the experience period are acceptable if the continuity of the company structure can be demonstrated. Attach separate documentation, if applicable.)

If response is "YES" for questions E – H, attach brief description or explanation

- E. Has the Proposer ever defaulted on a contract?
YES (____) NO (____)
- F. Are there currently any judgments, claims, or lawsuits pending against the Proposer?
YES (____) NO (____)
- G. Does Proposer currently have any claims, judgments or lawsuits pending against any prior client?
YES (____) NO (____)
- H. Is the Proposer or principals of Proposer now, or has the Proposer or principals of Proposer ever been, involved in any bankruptcy or reorganization proceedings?
YES (____) NO (____)

STATEMENT OF PROJECT EXPERIENCE

Project Description and Statement of Relevance to this Contract:

Project No. 2 - Experience

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone/Fax No.: _____ / _____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of Proposer's responsibilities, provide a short explanation of each.

Project Description and Statement of Relevance to this Contract:

Project No. 3 - Experience

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone/Fax No.: _____ / _____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of Proposer's responsibilities, provide a short explanation of each.

Project Description and Statement of Relevance to this Contract:

[illegible]

Attachment 5

STATEMENT OF EXPERIENCE FOR PROPOSER'S LISTED PROJECT MANAGER

Using the summary format included below, submit the Proposer's Project Manager's previous experience for a minimum of three (3) successfully completed projects of comparable size, scope and complexity to the project described in the RFP. The Proposer must have completed the projects within the past ten (10) years. (Use additional sheets as deemed necessary or appropriate.)

In addition, a resumé for this individual should be attached.

Name of Project Manager (Circle one): _____

Project Manager's (Circle one) Employer: _____

Project No. 1 - Experience

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone/Fax No.: _____ / _____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of Proposer's responsibilities, provide a short explanation of each.

Project Description and Statement of Relevance to this Contract:

Job Title when work was performed, and type of work performed:

Project No. 2 - Experience

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone/Fax No.: _____ / _____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of Proposer's responsibilities, provide a short explanation of each.

Project Description and Statement of Relevance to this Contract:

Job Title when work was performed, and type of work performed:

Project No. 3 - Experience

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone/Fax No.: _____ / _____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of Proposer's responsibilities, provide a short explanation of each.

Project Description and Statement of Relevance to this Contract:

Job Title when work was performed, and type of work performed:

Attachment 6

STATEMENT OF EXPERIENCE FOR PROPOSER'S LISTED SUBCONTRACTORS

Name of Proposer: _____

Proposer must supply the following Subcontractor Information and their project history information for each major Subcontractor included for the Work. OWNER may reject any Subcontractor whose project history information OWNER deems insufficient for the task. Proposer must answer all questions completely and all information must be clear, accurate and comprehensive. If necessary, questions may be answered on separate attached sheets. Use multiple copies of this form to ensure a submittal for every Major Subcontractor.

Major Subcontractor's type of work: _____

Name of Major Subcontractor: _____

Subcontractor's Permanent Address: _____

Subcontractor's Phone No.: _____

Number of years in business under current company name: _____

Project No. 1 - Major Subcontractor's Experience Information

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone No.: _____

Project Description and Statement of Relevance to this Contract: _____

Subcontract Price: _____

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of subcontract responsibilities, provide a short explanation of each.

Project No. 2 - Major Subcontractor's Experience Information

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone No.: _____

Project Description and Statement of Relevance to this Contract: _____

_____ Subcontract Price: _____

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of subcontract responsibilities, provide a short explanation of each.

Project No. 3 - Major Subcontractor's Experience Information

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone No.: _____

Project Description and Statement of Relevance to this Contract: _____

_____ Subcontract Price: _____

Contract Start Date: _____ (Date of Notice To Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of subcontract responsibilities, provide a short explanation of each.

APPENDIX A - Consolidated Listing of Radio Frequencies

This Appendix consists of a series of tables representing a consolidated listing of radio frequencies, both licensed and unlicensed, in use either on or immediately adjacent to the Austin-Bergstrom International Airport. It is meant to provide a baseline identification of users and frequency. Please note that this listing may not be all-inclusive.

Table A.1 represents a list of the aeronautical and fixed (AF) VHF licensed frequencies on or immediately adjacent to ABIA. This list is representative of licensed frequencies, some of which may not be in use. In general, if the Tenant/User is identified in the table, the frequency is in use. Additional licensed frequencies are listed for reference.

Table A.2 is a list of the land mobile UHF frequencies licensed to the airport authority, airlines, police, fire and EMS users on and immediately adjacent to the airport.

Table A.3 lists the off airport radio communication tower structures located near ABIA.

Figure A.1 illustrates the off airport radio communication tower locations.

Table A.1: Aeronautical and Fixed VHF Licensed Frequencies

Tenant/User	Licensee	Call Sign	Frequency (MHz)	Emission
Tower East	Austin, City of	WEC7	118.225	6K00A3E
FAA Emergency			119.850	
Tower West			121.000	
Ground East	Austin, City of	WEC7	121.700	6K00A3E
Ground West			121.900	
ATIS			124.400	
	Austin, City of	WEC7	127.875	6K00A3E
ARINC	Aeronautical Radio	WCC5	129.125	13K0A2D
American	Aeronautical Radio	KMH9	129.200	6K00A3E
	Aeronautical Radio	KIP7	129.425	6K00A3E
Delta	Aeronautical Radio	WSH2	129.500	6K00A3E
Continental	Aeronautical Radio	KLS2	129.925	6K00A3E
ARINC	Aeronautical Radio	WCC5	130.025	13K0A2D
America West	Aeronautical Radio	WFY3	130.175	6K00A3E
Austin Aero	Aeronautical Radio	KBF9	130.225	6K00A3E
	Aeronautical Radio	WGG6	130.375	6K00A3E
TWA	Aeronautical Radio	WMN6	130.425	6K00A3E
	Aeronautical Radio	KPO2	130.550	6K00A3E
Northwest	Aeronautical Radio	KOE9	130.850	6K00A3E
	Aeronautical Radio	KBE4	130.950	6K00A3E
United	Aeronautical Radio	WBA6	131.075	6K00A3E
	Aeronautical Radio	KPD5	131.375	6K00A3E
ARINC	Aeronautical Radio	WCC5	131.550	13K0A2D
Southwest	Aeronautical Radio	KJN3	131.700	6K00A3E
	Aeronautical Radio	KBS8	131.925	6K00A3E
	Aeronautical Radio	KDE5	136.525	6K00A3E
SITA	Aeronautical Radio	WRX80	136.850	13K0A2D
	Austin, City of	WEC7	254.250	6K00A3E
	Austin, City of	WEC7	263.000	6K00A3E

Table A.2: Land Mobile UHF Licensed Frequencies

Tenant/User	Call Sign	Transmit Frequency (MHz)	Receive Frequency (MHz)	Mode	Comments
Southwest	WPGE731	456.175	451.175	11K2F3E	11.25 KHz, FM Voice
Southwest	WPGE731	456.325	451.325	11K2F3E	11.25 KHz, FM Voice
Dollar	WPSK702	456.9125	451.9125	11K2F3E	11.25 KHz, FM Voice
Southwest	WPGE731	456.975	451.9750	20K0F3E	20 KHz, FM Voice
Southwest	WPGE731	457.175	452.175	20K0F3E	20 KHz, FM Voice
AFD CH 4	KSS813	458.100	453.100	20K0F3E	20 KHz, FM Voice
AFD CH 2	KSS813	458.150	453.150	20K0F3E	20 KHz, FM Voice
AFD CH 7	KSS813	458.275	453.275	20K0F3E	20 KHz, FM Voice
AFD CH 5	KSS813	458.450	453.450	20K0F3E	20 KHz, FM Voice
AFD CH 3	KSS813	458.500	453.500	20K0F3E	20 KHz, FM Voice
AFD CH 8	KSS813	458.675	453.675	20K0F3E	20 KHz, FM Voice
AFD CH 1	KSS813	458.775	453.775	20K0F3E	20 KHz, FM Voice
AFD CH 9	KSS813	458.800	453.800	20K0F3E	20 KHz, FM Voice
Air Operations	KVP696	458.875	453.875	20K0F3E	20 KHz, FM Voice
AFD CH 6	KSS813	458.900	453.900	20K0F3E	20 KHz, FM Voice
Airport Maintenance	WQA722	458.925	453.925	20K0F3E	20 KHz, FM Voice
Land Operations	KNFA326	458.975	453.975	20K0F3E	20 KHz, FM Voice
APD CH 7 (Info 1)	WGR586/WSL738	465.025	460.025	20K0F3E	20 KHz, FM Voice
APD CH 13	WSL740	465.050	460.050	20K0F3E	20 KHz, FM Voice
APD CH 5 (Charlie)	WGK211/WSL736	465.175	460.175	20K0F3E	20 KHz, FM Voice
ABIA PD CH 1 (APD CH 10)	N/A/WSL735	465.200	460.200	20K0F3E	20 KHz, FM Voice
APD CH 6 (David)	WGK210/WR L498	465.275	460.275	20K0F3E	20 KHz, FM Voice
APD CH 1 (Frank)	N/A/WQP823 & WSB863	465.400	460.400	20K0F3E	20 KHz, FM Voice
APD CH 8 (Info 2)	N/A/WQU364 & WSB733	465.500	460.500	20K0F3E	20 KHz, FM Voice
Southwest	WPGE731	465.650	NONE	20K0F3E	20 KHz, FM Voice
Continental	WPDS888	465.675	460.675	20K0F3E	20 KHz, FM Voice
Northwest	WPFU916	465.700	460.700	20K0F3E	20 KHz, FM Voice
TWA	WPNZ889	465.725	460.725	20K0F3E	20 KHz, FM Voice
Delta	WNVK956	465.750	460.750	20K0F3E	20 KHz, FM Voice
Southwest	WPGE731	465.750	460.750	20K0F3E	20 KHz, FM Voice
United	WNY1512	465.800	460.800	20K0F3E	20 KHz, FM Voice

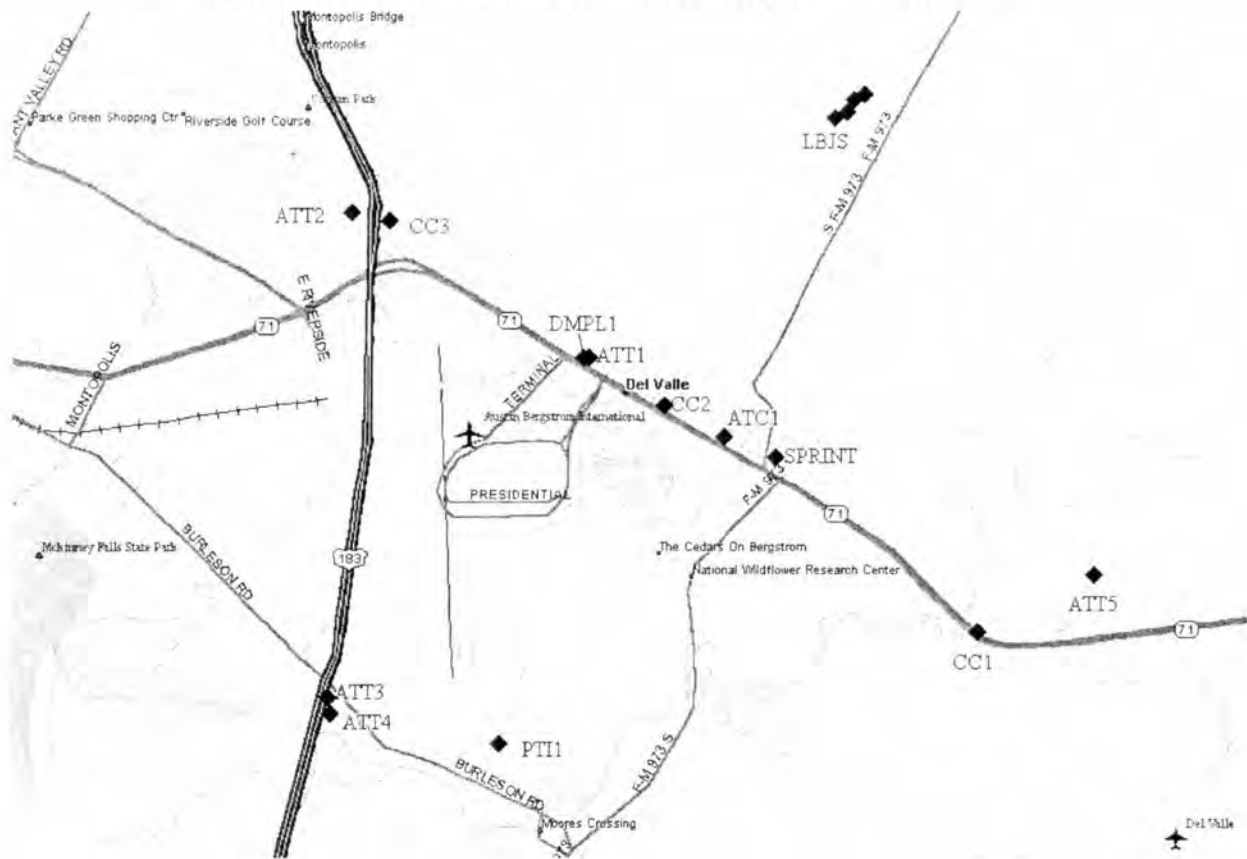
Table A.2: Land Mobile UHF Licensed Frequencies, Continued

Tenant/User	Call Sign	Transmit Frequency (MHz)	Receive Frequency (MHz)	Mode	Comments
Delta	WNVK956	465.825	460.825	20K0F3E	20 KHz, FM Voice
American	WNUN818	465.850	460.850	20K0F3E	20 KHz, FM Voice
TWA	WPNZ889	465.875	460.875	20K0F3E	20 KHz, FM Voice/Not Used
Austin Aero	WPRA768	466.625	461.625	11K2F3E	11.25 KHz, FM Voice
DelValle Schools	WPBW665	466.725	461.725	20K0F3E	20 KHz, FM Voice
Pager	WNKN707	NONE	462.750	16K0F3E/20K0F2 D/20K0F3E	16 KHz & 20 KHz, FM Voice 20 KHz FM Data
Pager	WNYE422	NONE	462.750	20K0F1D/20K0F2 D/20K0F3E	20 KHz, FM Data & Voice
Pager	WPML688	NONE	462.750	20K0F1D	20 KHz, FM Data
EMS CH 9	WNWH255	467.950	462.950	20K0F3E	20 KHz, FM Voice
EMS CH 10	WNWH255	467.975	462.975	20K0F3E	20 KHz, FM Voice
Southwest	WPGE731	468.2875	463.2875	11K2F3E	11.25 KHz, FM Voice
Southwest	WPGE731	NONE	463.750	20K0F3E	20 KHz, FM Voice
Southwest	WPGE731	NONE	464.375	20K0F3E	20 KHz, FM Voice
America West	WPJG885	469.600	464.600	20K0F3E	20 KHz, FM Voice

Table A.3: Communications Towers Adjacent to ABIA

Tower Description	Service Provider	Frequency (MHz)	License(s)	Tower LAT/LON	Tower Location
CC1	SBC Wireless	835.02, 846.51, 880.02, 891.51	KNKA302	30 11' 16.0"N 97 36' 56.0"W	Just over Onion Creek on 71
SPRINT1				30 12' 17.0" N 97 38' 17.0" W	Corner of Alice & Mary off 71
LBJS1	KLBJ	590 KHz	KLBJ	30 14' 13.0"N 97 37' 54.0"W	Radio Station Out 973
LBJS2	KLBJ	590 KHz	KLBJ	30 14' 15.0"N 97 37' 49.0"W	
LBJS3	KLBJ	590 KHz	KLBJ	30 14' 19.0"N 97 37' 47.0"W	
LBJS4	KLBJ	590 KHz	KLBJ	30 14' 21.0"N 97 37' 42.0"W	
ATC1	Radiofone	929.6375	WPPY349	30 12' 23.8"N 97 38' 37.8" W	RT on Terry off 71, RT on Meldrum
CC2	NEXTEL			30 12' 34.8"N 97 39' 1.6" W	RT on Lyle off 71, 2725 Lyle Rd
DMLP1				30 12' 51.0"N 97 39' 32.0"W	2428 Cardinal Loop
ATT1	NEXTEL	806 & 851.0625 - 865.9375	WPQH611/WPOF738/WPQH508	30 12' 51.0"N 97 39' 34.0"W	2480 HWY 71 East
CC3				30 13' 37.8"N 97 40' 52.0"W	Up 183, 1127 1/2 Ballstop HWY
ATT2	ATT & SPRINT PCS			30 13' 41"N 97 41' 07"W	Behind Wells Fargo, off 183
	Verizon? (Combo Lock)			TBD	Behind Capital City Oliver Co., off 183
ATT3	ATT			30 10' 54.0"N 97 41' 16.0"W	Corner of 183 and Burleson
ATT4	Verizon? (Combo Lock)			30 10' 48.1"N 97 41' 14.9"W	183 and Colton Cheedmore
PTI1	Multiple			30 10' 37.8"N 97 40' 7.4"W	Road to National Guard at Junkyard
ATT5	NEXTEL			TBD	Birch Road off 71
ATT5	AT&T			30 11' 36.0"N 97 36' 9.0"W	Birch Road off 71

Figure A.1: Communication Towers Adjacent to ABIA



APPENDIX B

SUBMITTALS

This attachment includes administrative and procedural requirements for submittals required for performance and coordination of the Project.

1. SUBMITTAL PROCEDURES

Contractor shall be responsible for the coordination, preparation, and processing of submittals with performance of construction/ installation activities.

Submittal Coordination:

Each submittal should be transmitted sufficiently in advance of performance of related construction/ installation activities to avoid delay.

Each submittal should be coordinated with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity or coordination with Airport Operations, Information Systems, or Security.

The Project Manager shall withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

Allow fourteen (14) standard business working (M-F) days for initial review.

If an intermediate submittal is necessary, process the same as the initial submittal.

Allow fourteen (14) standard business working days for processing each resubmittal.

Submittal Preparation:

Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

Provide a space approximately 4 inches by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken. Include the following information on the label:

Project name/ number.

Date.

Name and address of the Contractor's Engineer.

Name and address of the Contractor.

Name and address of the subcontractor.

Name and address of the supplier.

Name of the manufacturer.

Drawing number and detail references, as appropriate.

Number of Copies:

Five (5) copies of the proposed Construction schedule and subsequent revisions are required.

Five (5) copies of the proposed Submittal schedule and subsequent revisions are required.

Five (5) copies, unless specifically noted in other specification sections or mutually agreed to otherwise, of Shop Drawings, Product, Product Samples, Quality Assurance and Quality Control submittals are required.

Submittal Transmittal:

Transmit each submittal from the Contractor to the Project Manager/Owner's Representative using ABIA transmittal form. Only submittals received from the Contractor will be accepted.

On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

2. CONTRACTOR'S CONSTRUCTION SCHEDULE

Submit preliminary schedule prior to or at the Pre-construction conference, and submit updated schedules at progress meetings and as specified.

3. SUBMITTAL SCHEDULE

A complete schedule of submittals should be prepared concurrent to the development of the Contractor's Construction Schedule. A preliminary Submittal Schedule should be submitted at, or prior to, the Pre-construction Conference.

The Submittal Schedule should coordinate with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule. The schedule will be in chronological order and provide the following information:

Scheduled date for the first submittal.

Related (RFP/ Contract) Section number

Submittal category (Shop Drawings, Product Data, Calculations, Test Results, or Samples).

Name of the subcontractor.

Description of the part of the Project covered.

Scheduled date for resubmittal.

Scheduled date for completion of review.

Distribution:

Following Owner's response to the initial submittal schedule, print and distribute copies to the Project Manager/Owner's Representative, Owner, subcontractors, suppliers, and other parties required to comply with submittal dates indicated.

When revisions are made to the schedule, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Project and are no longer involved in construction/installation activities.

Schedule Updating:

Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting, or as requested by the Project Manager/ Owner's Representative.

4. SHOP DRAWINGS

Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Proposal Documents. Standard information prepared without specific reference to the Project is not a Shop Drawing and shall be rejected.

Shop Drawings include fabrication and installation Drawings, schedules, patterns, templates and similar Drawings and include the following information:

Dimensions.

Identification of products and materials included by sheet and detail number.

Compliance with specified standards.

Notation of coordination requirements.

Notation of dimensions established by field measurement.

Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 24 inches by 36 inches.

5. PRODUCT DATA

Collect Product Data into a single submittal for each element of design, installation/construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, applicable certifications and performance curves.

Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations.
- Compliance with trade association standards.
- Compliance with recognized testing agency standards.
- Application of testing agency labels and seals.
- Notation of dimensions verified by field measurement.
- Notation of coordination requirements.

Do not purchase Products until compliance with requirements of the RFP/Contract Documents has been confirmed and products have been approved by ABIA Information Systems.

Distribution:

Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction/installation activities. Show distribution on transmittal forms.

Do not proceed with installation until a copy of the final submission of Product Data is in the Installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

6. QUALITY ASSURANCE AND QUALITY CONTROL SUBMITTALS

Submit quality assurance and quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, materials test results, field testing and inspection reports, and other quality-control submittals as required by the RFP Technical Specifications.

Certifications:

Where the Technical Specifications require certification that a product, material, or installation complies with specified requirements, submit a certification from the manufacturer or responsible Engineer certifying compliance with specified requirements.

Signature:

Certification shall be signed by an officer of the corporation or other individual authorized to sign documents on behalf of the company.

Calculations:

When required in the technical specification, calculations shall be prepared and stamped by a Professional Engineer registered in the State of Texas.

7. ACTION

Except for submittals, for the record, or for information where action and return is not required, the Owner's Representative will review each submittal, mark to indicate action taken, and return within the time frame specified.

Compliance with specified requirements is the Contractor's responsibility.

Action Stamp:

The Owner's Representative will stamp each submittal with a uniform, action stamp to indicate the action taken, as follows:

"Reviewed": the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

"Reviewed with Comments": the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

"Revise and Resubmit" or *"Rejected"*: do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations and resubmit without delay. Repeat if necessary to obtain different action mark. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or "Rejected" at the Project Site or elsewhere where Work is in progress.

Other Action: Where a submittal is for information, or for record purposes, or for special processing, or for other activity, the Owner's Representative will return the submittal marked "Record Copy", "Action Not Required" or "No Action Taken."

8. PREPARATION AND SUBMITTAL OF CONSTRUCTION RECORD DRAWINGS

The Owner's Representative and the Contractor will each maintain a set of bluelines, with each of them noting any changes in ink during construction/installation of the Project. The Owner's Representative and the Contractor will compare bluelines at least monthly (at a time mutually acceptable to both) to exchange information and compare notes to ensure all items installed and changes are documented. The following is a required minimum of items to be noted:

GENERAL

Notes should be sufficiently clear to allow a draftsman to easily make the necessary changes without the need for field checks and interpretation.

One complete set of Construction Record bluelines shall be submitted by the Contractor prior to the final pay request and forwarded to the Owner.

The above list is not intended to be complete. Any information noted which could be used for future maintenance, location and construction projects shall be noted on the bluelines.

9. CONSTRUCTION DIARIES (Contractors Daily Reports)

The Contractor shall prepare a daily construction diary recording as a minimum the following information concerning events at the site and submit duplicate copies to the Owner's Representative at weekly intervals. The copies are to be signed by the project Superintendent.

1. Work performed.
2. Approximate count of Contractor's personnel, by classification, on the site.
3. List by classification, of all Subcontractors, personnel and any professionals on the site that day.
4. List of all equipment on the site by make and model.
5. Start time and finish time of day's work.
6. Accidents and / or unusual events.
7. Meetings and significant decisions made.
8. Stoppages, delays, shortages and / or losses.
9. Emergencies procedures that may have been needed.
10. Orders and requests of governing authorities.
11. Change Orders received and implemented.
12. Services connected and / or disconnected.

13. Installed equipment and / or system tests and / or startups and results.
14. Partial completions and / or occupancies.
15. Date of substantial completion certified.

**City of Austin, Texas
Human Rights Commission
NON-DISCRIMINATION CERTIFICATION, (RFP)**

I hereby certify that our firm conforms to the City Code, Chapter 5-4 as reiterated below:

TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors. Sec. 5-4-2 Requirements of contractors:

- B (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
 - (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement the policies and provisions of this chapter.
 - (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
 - (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined in this chapter.

Dated this _____ day of _____, 20____ Company Name _____

Signature _____ Printed Name _____ Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION (RFP)

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for **all** Bidders on **all** City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The VENDOR hereby certifies that its firm and its principals are not currently suspended or debarred from proposing on any Federal, State, or City of Austin Contracts.

Project Description _____

Company Name _____

Signature (Authorized Representative) _____

Printed Name: _____

Title _____

Date _____

**CITY OF AUSTIN
PROPOSER'S AFFIDAVIT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

RFP NO. MSO0011

**FOR
Distributed Antenna System**

State of Texas
County of Travis

I, _____, being first duly sworn, depose and say:

- (1) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other proposer or potential proposer in regard to the amount of this proposal or the terms or conditions of this proposal. I have not paid or agreed to pay, directly or indirectly any person, firm, corporation or other proposer or potential proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the attached proposal or the proposal of any other proposer. I will not pay any money or anything of value in the future for those purposes.
- (2) None of the deciding factors set forth in the request for proposal or in the subsequent agreement were my idea or the idea of anyone representing my company, unless the suggestion was made at a meeting open to all proposers, which all proposers had notice of.
- (3) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest have had any involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should I receive a contract award in response to my proposal, no agent, representative, consultant or subconsultant affiliated with my company, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
- (4) There are no other potential or actual conflicts of interest regarding this solicitation.
- (5) No officer or stockholder of my company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- (6) None of my agents, representatives, subconsultants or I have undertaken or will undertake any activities or actions to promote or advertise my proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

My Commission Expires _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: MSO0011

PROJECT NAME: NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable, of the City Code, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact DSMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: MSO0011

PROJECT NAME: NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR DEPARTMENT OF SMALL AND MINORITY BUSINESS RESOURCES USE ONLY:

Having reviewed this plan, I acknowledge that the Bidder/Proposer (HAS) or (HAS NOT) complied with the City Code, Chapters 2-9A, B, C, or D, as applicable

Reviewing Counselor

Date

Director/Deputy Director

Date

CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" RESPONSE FORM (RFP)

SOLICITATION NUMBER: MSO0011

Please Complete and Return This Form to the following address to Indicate A "No Offer" Response

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 93972

DESCRIPTION: Radio/Telecom/Telephone
Equipment

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Specifications highlighted in the solicitation.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a Proposal):

Authorized Signature

Company

Printed Name

Street Address

Title

City, State, Zip Code

Date: _____

MBE/WBE SUMMARY

RECOMMENDED FIRM:

NON-MBE/WBE – PRIME

Concourse Communication Group, LLC., Chicago, IL

WBE SUBCONSULTANTS

\$448,000

DAR Communications, Buda, TX
(Wired Telecomm, Electrical, & Consulting)



November 23, 2009

Tim Stith

KIOSK

tstith@kiosk.com

303-661-1646

**346 South Arthur Avenue
Louisville, CO 80027****www.kiosk.com****Toll Free: (800) 509-5471****Telephone: (303) 466-5471****Fax: (303) 466-6730**

Shipping Address	Billing Address	Notes
Eric Isherwood Austin International Airport 3600 Presidential Blvd. Austin, TX 78719 US	Boingo 200 West Madison Street Chicago, IL 60606 US 312.521.7217 eisherwood@boingo.com	Loading Dock: No Inside Delivery: No

KIOSK Component Hardware Items	QUANTITY
Enclosures Thinman: for 19" LCD	1
Main LCD: 19" LCD no touchscreen	1
Keyboards: Rugged External Keyboard and Trackball, USB interface	1
Speakers: Kiosk Amplified Dual Speaker System	1
Preferred PC: Dell Pentium SFF GX760 Dual Core E2200/2.2GHz1M,800FSB, 1GB RAM, 80GB SATA 3.0Gb/s and 8MB DataBurst Cache, Integrated Intel GMA4500 Video with up to 256MB shared memory, integrated NIC card 10/100/1000, 24X DVD/CD-ROM, SoundBlaster compatible s	1
WiFi 802.11: WDA-2320 D-Link PCI card for PC -includes antenna extension w/external mount	1
Artwork / Paint options: Thinman Main header, See Graphic guidelines for sizing, Includes Setup, Print, and Application KART125D	1
Artwork / Paint options: Thinman Vinyl logo, see graphic guidelines for sizing, Includes Setup, Print, and Application KART125V	1
Lockdown Software: Sitekiosk Plus (includes onscreen virtual keyboard & content filter)	1
Remote Monitoring Software: LogMeIn	1
QA, Packaging and Test: Kiosk QA & Electronics Testing labor included	1
QA, Packaging and Test: Designed & built to UL & FCC Class A Product Approval Standards	1
QA, Packaging and Test: Kiosk Assembly & Electronics Systems Integration labor included	1
QA, Packaging and Test: One Year Parts Warranty - Repair Depot to KIOSK. See Kiosk Services Document for details.	1
QA, Packaging and Test: Pallet & Cardboard Packaging	1

Component Hardware Pricing Summary	
Volume Steps	2
Unit Price at Volume Step:	\$3,669
Extended:	\$7,338
Tax on Extended Price - 6.25%	\$459
Estimated US Freight & Delivery Costs:	
Surface Freight Per Unit - \$350	\$700
Liftgate Fee Per Unit - \$40.00	\$80
Inside Delivery Fee Per Unit - \$40.00	\$80
Volume Steps	2
Total Price with Tax, Freight & Delivery	\$8,657
3 Year Warranty Per Unit	\$402

Pricing quote reflects estimated volumes and optional line items based on suggested configuration. Firm pricing quote for signature by customer and KIOSK Information Systems will be provided upon final definition of configuration volume, component, and service options selected.

KIOSK Information Systems - STANDARD TERMS AND CONDITIONS

Shipment:

Firm delivery date will be confirmed upon receipt of order.

Any delays in receipt of Customer-consigned equipment will cause equal or greater delays in KIOSK delivery. One sample of each customer-consigned component must be received at KIOSK factory immediately after placement of the order for purposes of engineering and incorporation into the kiosk. All other quantities of consigned equipment are due in the KIOSK factory no later than two (2) weeks prior to the scheduled kiosk order delivery date.

Shipping:

FCA Louisville, CO (KIOSK Factory) Freight quotes are estimated for budgeting purposes only.

Quotation Valid for 30 Days.

Warranty:

KIOSK hereby warrants that each component manufactured or supplied directly by KIOSK will be free of defects in material and workmanship for a period of (1) year following the date of invoice or shipment, whichever occurs first (the 'Warranty Period'). Any product invoiced but not shipped will have its Warranty Period started as of that date. During the Warranty Period, Customer shall return defective parts to KIOSK at Customer's expense. KIOSK shall repair or replace any defective component within thirty (30) days of receipt, at KIOSK's expense, including all return shipping expenses. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. KIOSK does not warrant any component supplied by customer or its suppliers. KIOSK's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer or Customer's service organizations, removal or alteration of part identification, or failure caused by a product for which KIOSK is not responsible.

Terms and Conditions:

Kiosk Information Systems, Inc., within this agreement is referred to as 'KIOSK' and the words 'you' and 'your' refer to the Customer for which this quote is being processed.

Payment:

50% Deposit, Balance Due Upon Completion of product or shipment, whichever occurs first. Balance may be paid Net 30 if applied credit terms are accepted. Leasing plans available.

We reserve the right to amend your payment terms if requested credit information is insufficient. Credit card purchases are acceptable. KIOSK accepts Visa, MasterCard and American Express. The Tender of Delivery Notice may be transmitted electronically. State resale license required for nontaxable purchases in the state of Colorado.

International Customers:

50% deposit of order amount is required to start production; 50% balance plus prepaid freight charges are due prior to shipment of product. All prices are expressed in U.S. Dollars.

Promise to Pay:

In return for KIOSK extending credit under this Agreement, you jointly and severally agree to pay for all purchases pertaining to this Agreement and all other charges as described below, according to the terms of this Agreement.

Late Charge:

If KIOSK does not receive payment of said amount due by the due date, a late charge will be assessed beginning on that day and continuing each day thereafter until all amounts due are paid in full. The late charge will be the lesser of (a) maximum amount permitted by applicable law and (b) 1.75% per month, or 21% per annum, of the total of the Balance Due.

Return Check Charge:

KIOSK will impose a \$25.00 return check charge for all checks returned to us unpaid.

Security Interests:

KIOSK reserves a purchase money security interest in all products purchased to secure payment.

Default:

You are in default of this Agreement if you: (a) fail to pay the Balance Due by the due date, (b) breach any other term or condition of this Agreement, (c) have made a material misrepresentation or misstatement in the Application, financial statement or other document submitted to us in connection with this Agreement, (d) become the subject of a bankruptcy, receivership or other insolvency proceeding. If you default on this Agreement, we may (i) declare all amounts owed on this Agreement to be immediately due and payable, (ii) commence a collection action for all amounts owed on this Agreement, (iii) retain and/or repossess all goods purchased on this Agreement and otherwise foreclose and enforce our Security Interest in accordance with applicable law, (iv) exercise all other rights and remedies accorded to us by law. You agree to pay our costs of collection, including reasonable attorney's fees and expenses.

Warranty Disclaimer:

WE DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY STATED HEREIN. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.

Return Policy:

All orders placed are final.

Storage Fees:

\$75 per month per pallet.

Credit Approval:

This Agreement shall not be effective and binding on us and this Agreement shall not be active until such time as we have advised you it has been approved by our Accounting Office.

Governing Law:

This Agreement is governed by and construed in accordance with the laws of the State of Colorado. Venue for any action relating to this Agreement shall be the County of Boulder, State of Colorado.

Assignment:

KIOSK may sell, assign and/or transfer any or all of this Agreement or any balances due thereunder without prior notice to you. You may not sell, assign or transfer your Obligation under this Agreement.

Intellectual Property Rights:

KIOSK is the sole and exclusive owner of all intellectual property rights in and jurisdiction in the products sold hereunder, and any improvements thereto, including operating systems, documentation and any and all other material provided to you in connection with your purchase. If you should acquire any intellectual property rights in any of the foregoing, you hereby irrevocably assign to KIOSK all such intellectual property rights.

Entire Agreement:

This Agreement constitutes the entire agreement between you and KIOSK and supersedes all of our prior written and oral agreements and understandings relating to the subject. KIOSK may at any time, subject to applicable law, may change or alter the terms and conditions stated herein governing the Agreement.

THANK YOU!

Thank you for the opportunity to submit this quote. We look forward to providing Boingo a best-in-class kiosk solution!

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: MSO0011

PROJECT NAME: NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Concourse Communications Group, LLC		
Address	2 North LaSalle Street, Suite 1725		
City, State Zip	Chicago, Illinois 60602		
Phone	312-357-2900	Fax Number	312-357-2959
Name of Contact Person	Orlando Saez		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Orlando Saez, Vice President, Airport Marketing

Name and Title of Authorized Representative (Print or Type)

Signature

October 3, 2007

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	Dar Communications		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	DAR 7154825		
Contact Person	Darlene G. Brown	Phone Number:	512-312-0042
Amount of Subcontract	\$ TBA		
List commodity codes & description of services	Wired Telecom (517110), Electrical (238210), Consulting (541618) <i>Certified</i>		

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person		Phone Number:	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR DEPARTMENT OF SMALL AND MINORITY BUSINESS RESOURCES USE ONLY:

Having reviewed this plan, I acknowledge that the Bidder/Proposer (HAS) or (HAS NOT) complied with the City Code, Chapters 2-9A, B, C, or D, as applicable

Reviewing Councilor

Date 10/31/07

Director/Deputy Director

Laine Carter

10/31/07

A Boingo Wireless Company

CONCOURSE
COMMUNICATIONS GROUP, LLC



January 22, 2008

Diana Heath
City of Austin, Dept. of Aviation
Information Systems Division
Austin Bergstrom International Airport

RE: ADDITIONAL INFORMATION BASED ON RECENT INQUIRY

Dear Ms. Heath,

Here is some additional support from your earlier inquiry related to our RFP response. We welcome any additional input to continue to explore the best wireless solution for the ABIA.

On common-use infrastructure, operational use and going beyond the traveling public

The selected vendor (Concourse Communications) network installation will serve not only the traveling public but also the concessions program, airlines partners and will also provide support for internal operational use (i.e. security surveillance, airport employee remote access, etc.) Open networks are typically not as robust nor have the security and reliability needed to support other airport critical services where wireless is improve airport operations and needs high security. Further, the ABIA would forgo additional income to the airport from opportunities with concessions and airlines. Lastly, the airport will require additional investment to support these services in the future. The proposed Wi-Fi system follows the principle of common-use infrastructure which is a proven approach for deploying airport infrastructure resources while sharing across all tenants of the airport (i.e. CUSS, CUPS, wire infrastructure, In-line baggage, etc.)

On sponsorship and advertising

There are no known airports to date that provide a high quality user experience where it is not subsidized in part or in full by the airport. Las Vegas and Phoenix airports have committed significant internal capital and operational resources to support their systems despite having some sponsorship. Thus sponsorship and advertising revenue alone will not recoup the infrastructure and operational costs again putting the airport in a position to invest significant resources and monies to support an open free service model. ABIA selected vendor (Concourse Communications) will also bring sponsorship opportunities as they manage 23 airports and can attract national brands to promote their marketing campaigns.

200 West Madison Street, Suite 2830
Chicago, Illinois 60606-3524

T 312.357.2900
F 312.357.2959

www.concoursecommunications.com



On total capital and ongoing costs of a wireless network

The budgetary cost estimate to design, construct and test the cellular DAS and Wi-Fi network in the Austin Airport is \$1.25M. This estimate includes engineering/project management/installation labor and materials for a fiber-optic and CAT5 cable-based DAS and Wi-Fi system as specified by the ABIA. Our vendor (Concourse Communications) projects that the airport will generate income in excess of \$330,000 per year [120K from Wi-Fi and 210K from Cellular]. Furthermore, the selected vendor has qualified that to achieve the project airport income the wireless offer needs to remain bundled across both cellular and Wi-Fi services. Under an open or free network environment, ABIA would forgo all projected income, be required to invest a significant capital and as well as substantial ongoing network management internally or with internal resources or hire a competent vendor to manage and maintain the system.

On quality of free service and ease of use

There are many technical considerations that impact the end-user experience. Field tests suggest that the free Wi-Fi service offered in most airports is incredibly slow and often are unusable for VPN or large file transfers. The vast majority of consumers who will use our Wi-Fi service are the business travelers – business people are absolutely dependent on a high-speed, high-quality network in order to stay productive on the road. Making the service free will likely degrade the service and adversely impact customer satisfaction. Support for new devices such as Nintendo ES, Apple iPhone and many new dual mode wireless devices will work seamlessly with the solution offered by ABIA's selected vendor. Ensuring interoperability for all future devices poses an unknown cost risk to ABIA. Lastly, many corporate users use wireless client software that is not supported on free networks or often times their laptops are centrally managed and locked by IT departments making it difficult for remote users to re-configure the wireless and network stack on the go.

On network security/integrity

As enterprise WiFi becomes prominent in airports and other large public venues, protecting wireless networks becomes a significant challenge for property owners/managers and network engineers/operators. Many property managers are unaware that there are intentional and unintentional *attacks* on wireless networks that occur every day. Most of these attacks can degrade or disable a WiFi network in a matter of seconds. Malicious users can disrupt WiFi communications through the use of a normal PC and software to cause both denial of service (DoS) and breaches that provide illicit access to the network. Unintentional attacks may come from common devices that cause significant interference in the unlicensed spectrum. To defend against these security threats, a network operator must continually monitor the network using a variety of advanced electronic and security solutions, such as intrusion detection system (IDS), spectrum analyzers, rogue AP/RF detection devices, and automated alarm systems. The network operator's Network Operations Center (NOC) must be online 24/7/365 to detect attacks and problems,

dispatch technicians and engineers, and investigate intentional or unintentional attacks on the WiFi network. To effectively protect WiFi networks, the network operator must design the network with the industry's more sophisticated equipment that contains a high level of security features in addition to a full-time NOC. Unfortunately, to design, deploy and operate a secure public WiFi network is not an inexpensive undertaking. In fact, the vast majority of IT decision makers believe that capital spending on wireless security will continue to increase year after year.

On physical kiosks alternative

St. Louis Lambert Airport approached our vendor with a similar request to support minimal complimentary access for city residents. Their solution may also be applicable to ABIA. In this case, self service kiosks are deployed in some areas of the airport. This not only supports the residents need for access, but also enhances the City's position on offering services to residents with disabilities or without any computer equipment.

On service provide liability

ABIA will be able to eliminate the risk and liability as a public service provider by hiring a component vendor such as Concourse Communications. Congress recently pass HR 3791 or the Securing Adolescents From Exploitation Online (SAFE) Bill. This bills states that whoever, while engaged in providing an electronic communication service or a remote computing service to the public through a facility such as Wi-Fi hotspot, will have certain obligations of archiving and monitoring its data. Given a broad criteria, the bill will hold liable the service provider that allows the transfer of images, text and other digital materials in connection with the child abuse and child pornography. The Penalty for non-compliance to service providers is \$150,000 for first offense and \$300,000 for subsequent offenses.

We are excited about being selected by the airport to enter into further discussions to deploy our solution per our proposal at ABIA. As requested, I'm attaching a sample contract template for your review and consideration. Feel free to contact me for any additional questions or comments that you may have.

Sincerely,

Orlando Saez
Vice President Airport Marketing

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: MSO0011

PROJECT NAME: NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Concourse Communications Group, LLC		
Address	2 North LaSalle Street, Suite 1725		
City, State Zip	Chicago, Illinois 60602		
Phone	312-357-2900	Fax Number	312-357-2959
Name of Contact Person	Orlando Saez		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Orlando Saez, Vice President, Airport Marketing

Name and Title of Authorized Representative (Print or Type)

Signature

October 3, 2007

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	Dar Communications		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	DAR 7154825		
Contact Person	Darlene G. Brown	Phone Number:	512-312-0042
Amount of Subcontract	\$ TBA		
List commodity codes & description of services	Wired Telecom (517110), Electrical (238210), Consulting (541618) <i>Certified</i>		

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR DEPARTMENT OF SMALL AND MINORITY BUSINESS RESOURCES USE ONLY:

Having reviewed this plan, I acknowledge that the Bidder/Proposer (HAS) or (HAS NOT) complied with the City Code, Chapters 2-9A, B, C, or D, as applicable

Reviewing Counselor

Date

Director/Deputy Director

TO: Elaine Carter, Assistant Director
Department of Small and Minority Business Resources

FROM: Mick Osborne, Sr. Buyer Specialist, Purchasing Office

DATE: August 9, 2007

SUBJECT: Approval to use Zero Goals for Solicitation No. MSO0011

Project Name: Neutral Host Distributed Antenna System

Commodity Code(s): 93972

Estimated Value: \$1,500,000

The Purchasing Office has determined that the following Goals are appropriate for this non-professional services purchase:

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2995.

☒ Approval is hereby granted to use the above Goals.

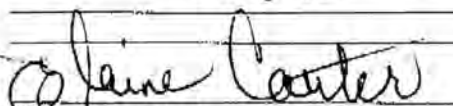
☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: _____ % MBE _____ % WBE

b. Subgoals _____ % African American _____ % Hispanic

_____ % Native/Asian American _____ % WBE

This determination is based on the following reasons: no subcontracting opportunities were identified.


Elaine Carter, Assistant Director

Date: Aug 10, 2007

cc: Diana Heath, Aviation

CITY OF AUSTIN, TEXAS
Living Wages and Benefits Contractor Certification
(Please duplicate as needed)

Pursuant to the Living Wages and Benefits provision (Section 31C) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$10.90 per hour.

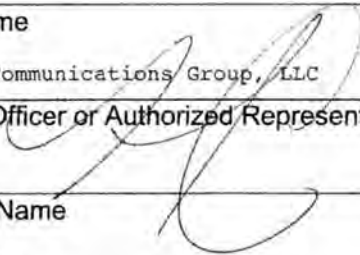
I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$10.90 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Mark Deshaies	Vice President Operations

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$10.90 per hour and offered a health care plan with optional family coverage.
- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Company Name		
Concourse Communications Group, LLC		
Signature of Officer or Authorized Representative	Title	Date
		10/7/08
Type or Print Name		
Orlando Saez	VP Airport Marketing	10/7/2008